

**'IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

<b>WESLEY PIERCE, JR.,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No.</b>
<b>v.</b>	)	
	)	<b>Division</b>
	)	
<b>UNITED AUTO CREDIT</b>	)	<b>JURY TRIAL DEMANDED</b>
<b>CORPORATION,</b>	)	
<i>Serve:</i>	)	
<b>CSC-Lawyers Incorporating Services Co.</b>	)	
<b>221 Bolivar St.</b>	)	
<b>Jefferson City, MO 65101</b>	)	
	)	
<b>Defendant.</b>	)	

**PETITION FOR DAMAGES**

COMES NOW, Plaintiff Wesley Pierce, Jr., by and through his undersigned counsel, and states and alleges as follows:

**PARTIES**

1. Plaintiff Wesley Pierce, Jr. ("Wesley" or "Plaintiff") is an individual Missouri consumer.
2. Defendant United Auto Credit Corporation ("UACC") is a California corporation that financed the sale in this case. UACC can be served by serving its registered agent, CSC-Lawyers Incorporating Service Co., 221 Bolivar, Jefferson City, MO 65101.

**JURISDICTION AND VENUE**

3. Jurisdiction and venue in this Court are proper pursuant to § 407.025 RSMo.

## FACTS COMMON TO ALL COUNTS

4. On or about March 3, 2018, Wesley purchased, or attempted to purchase, a 2003 GMC Tahoe (VIN: [REDACTED] 8809; “the Tahoe”) from Truman Auto Sales (“Truman”), located at 5300 Truman Road, Kansas City, Missouri 64127.

5. Per the Retail Installment Contract and Security Agreement (“the RICSA”) between Wesley and Truman, the total sale price of the Tahoe, including a down payment of \$1,600.00, was \$9,779.44.

6. The terms underlying the RICSA included a 24.99% APR over two years, entailing twenty-four monthly payments of \$340.81, on a financed amount of \$6,386.25.

7. Defendant UACC financed the purchase of the Tahoe.

8. The Tahoe is and was a “motor vehicle,” as defined by § 301.010.35 RSMo.

9. The purchase of the Tahoe constituted the “sale” of a “motor vehicle,” as required by § 301.210.4 RSMo.

10. Truman did not pass title to Wesley *at the time of delivery*, in violation of § 301.210.4 RSMo.

11. Because Truman did not pass title to Wesley at the time of delivery, the sale of the Tahoe was “fraudulent and void” per § 301.210.4 RSMo.

12. The title Truman gave to Wesley had the name of some other person where Truman’s name may have been expected, along with a large “X” across a significant portion of the title.

13. Wesley took that facially problematic title to the DMV in an attempt to properly register and obtain tags for the Tahoe; unsurprisingly, an agent of the DMV told Wesley that a title in that condition could not be accepted.

14. Thus began for Plaintiff an inane and time-consuming relationship with the DMV as he attempted to procure a lawful title for the Tahoe.

15. In fact, Wesley spent so much time at the DMV that he was essentially on a first-name basis with some of its employees, was at least once ushered immediately to the front of the line, and was kept after closing time because someone at the DMV actually sympathized with his plight. All told, Wesley returned to that Kansas City, Missouri-based DMV between, approximately, 10-15 times, to no avail.

16. Wesley paid the sales tax on the Tahoe even though he could not register it. However, he was ultimately refunded that sales tax as the licensing agency did not consider him a purchaser of the car for lack of proper titling.

17. Because Wesley had not obtained proper title to the Tahoe, he was compelled to go finance another vehicle that he could lawfully drive to work.

18. On or about March 26, 2018, Wesley purchased a 1995 Chevy truck for \$1,300.00, which at least allowed him to lawfully drive while the Tahoe lay dormant.

19. On or about April 27, 2018, Wesley wired a payment of \$345.00 to Defendant.

20. On or about August 16, 2018, Wesley wired a payment of \$341.00 to Defendant.

21. After some number of iterations with the DMV, Plaintiff was told by a representative of a state agency that the Tahoe had a lien on it.

22. Indeed, Wesley drove from Kansas City to the Missouri Department of Revenue—Motor Vehicle Registration office in Jefferson City in another attempt to obtain a lawful title or at least better understand the Tahoe situation.

23. There, he was told by an agent of the Driver License Bureau that Truman had not applied for a title for the Tahoe.

24. Wesley made that drive to Jefferson City on October 22, 2018—over seven months after the fraudulent and void sale of the Tahoe.

25. On a Missouri Department of Revenue Request for Refund of Taxes or Fees Paid on Vehicle or Marine (Form 426) form dated October 22, 2018, Wesley stated that the reason for such refund request included, “Original tag from dealer is crossed out on other owner name. So tag office wouldn’t issue tag for vehicle.”

26. Per a Missouri Department of Revenue Incomplete Transaction Notice (Form 4808) dated November 5, 2018, the Tahoe “could not be registered because there was a disclaimer. Truman Auto Sales needed to obtain a title in their name before selling.”

27. On a Missouri Attorney General Consumer Complaint form (#CC-2018-10-013459) dated November 7, 2018, Plaintiff’s statement included the following averment: “Went to the DMV about 8 months to tag it up they took my payment and called me the next day and told me the computer kicked the registration out due to no good title license because called Truman Auto Sales the same day and told them they need to get me a clear title and sign it over to me.”

28. Truman did not obtain what *appeared* to be title to the Tahoe until November 16, 2018, by which time Wesley had long since purchased another truck, spent many exhausting hours at the DMV, and had begun seriously considering legal options.

29. Wesley refused to sign that title.

30. On or about November 27, 2018, Plaintiff signed a retainer agreement with Legal Aid of Western Missouri.

31. On or about December 26, 2018, a Legal Aid attorney faxed a letter to the Office of the Missouri Attorney General.

32. Defendant UACC was cc’d on that faxed letter.

33. That letter from the Legal Aid attorney delineated, among other things, that Wesley had not received title at the time of the Tahoe sale and that he “offered the vehicle back on many occasions and was refused.”

34. That letter also averred that, “Mr. Pierce is, to date, still being harassed unlawfully by both Truman Auto Sales and United Auto Credit to keep an unwanted vehicle and pay a debt that arose from a void transaction.”

35. On or about March 29, 2019, that same Legal Aid lawyer sent, via certified mail, another letter, which was addressed to Defendant.

36. That second letter again noted that Wesley had not received good title at the time of sale, that sale was therefore fraudulent and void, Plaintiff had offered to return the Tahoe multiple times to no avail, and that, “Mr. Pierce is, to date, still being harassed unlawfully by both Truman Auto Sales and United Auto Credit to keep a vehicle he does not own and does not want, as well as to pay a debt that arose from a fraudulent and void transaction.”

37. Wesley was in personal contact with Defendant UACC a number of times over, in particular, the summer and/or autumn of 2018. His primary point of contact at UACC was someone called “Mercedes.”

38. Wesley was contacted numerous times on his personal phone by UACC as it attempted to collect on an unlawful debt.

39. Plaintiff is in possession of a copy of a document, upon which he had handwritten “To Miss Mercedes,” that is a Missouri Department of Revenue General Affidavit (Form 768), which was apparently signed by an agent of Truman on April 9, 2018, and noted that a mistake had been made with the title to the Tahoe.

40. Wesley informed UACC numerous times that he had not been issued a proper title at the time of sale and had, in fact, spent many hours over the course of months attempting to obtain title to the Tahoe.

41. Despite the fact that Plaintiff had thoroughly apprised UACC of the lack of proper titling, Mercedes told Wesley that he was still beholden to the RISCA and needed to make payments on the Tahoe.

42. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated October 29, 2018, asserting that he owed \$680.41.

43. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a Notice of Right to Cure letter on November 11, 2018—over eight months after the fraudulent and void sale of the Tahoe.

44. That letter asserted that Wesley was in “default” under the terms of the RISCA and owed Defendant \$356.58.

45. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated November 28, 2018, asserting that he owed \$1,038.20.

46. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated December 29, 2018, asserting that he owed \$1,396.05.

47. In early January 2019, Wesley received in the mail at his home a license-plate renewal registration form from the Missouri Department of Revenue.

48. Even though that form was properly addressed to Wesley's home, it had been sent to a "Mauricio M. Jacobo," a person unknown to Plaintiff and quite possibly the former owner of the Tahoe.

49. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a Notice of Right to Cure letter on February 2, 2019—eleven months after the fraudulent and void sale of the Tahoe.

50. That letter asserted that Wesley was in "default" under the terms of the RISCA and owed Defendant \$1,413.09.

51. Given that Defendant was fully aware of Wesley's predicament, including the fact that, per Missouri law, the sale of the Tahoe was fraudulent and void and that he had spent many, many hours trying to rectify a mistake that was not his, UACC's conduct in this regard was unconscionable, harassing, and unwarranted.

52. The Tahoe currently sits useless in Wesley's backyard, where he carefully maintains it:



**COUNT ONE:**  
**CONVERSION**

53. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

54. At all times relevant, Plaintiff was the rightful owner of any and all payments made to Defendant as part of the fraudulent and void Tahoe sale.

55. Defendant took possession of Plaintiffs' \$686.00 in total payments on or about, respectively, April 27, 2018 and August 16, 2018.

56. Defendant took possession of that \$686.00 with the intent to exercise control over and to the exclusion of Plaintiff's rights of ownership and possession of the same.

57. Defendant did in fact exercise such control over the \$686.00, thereby depriving Plaintiff of his right of ownership and possession of the same.

58. Between, generally, March and November 2018, Plaintiff repeatedly offered to return the Tahoe and informed UACC that title had not passed at the time of sale (or for months afterward), such that the sale of the Tahoe was fraudulent and void as a matter of Missouri law .

59. To date, UACC has and continues to refuse the return of the \$686.00.

60. As a direct and proximate result of United Auto Credit's refusal to return the \$686.00, Plaintiff has suffered damages.

61. UACC's conduct as outlined herein is and was intentional, willful, wanton, fraudulent, reckless, and/or malicious, thereby entitling Plaintiff to the recovery of punitive damages.

WHEREFORE, Plaintiff prays for judgment against Defendant in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and

post-judgment interest at the greatest rate allowed by statute, and for such other and further relief as may be just and proper under the circumstances.

**COUNT TWO:**  
**VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT**

62. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

63. The Missouri Merchandising Practices Act, § 407.010 et seq. RSMo. (“MMPA”) prohibits unfair and deceptive acts and practices in the sale of goods and services in Missouri.

64. The sale of the Tahoe was a “sale” of “merchandise” as defined by the MMPA.

65. The sale of the Tahoe occurred within the state of Missouri.

66. Plaintiff’s purchase of the Tahoe was primarily for personal, family, or household purposes.

67. Plaintiff has suffered an ascertainable monetary loss as a result of UACC’s unlawful conduct, as described herein.

68. Pursuant to 15 C.S.R. § 60-8.020, **Unfair Practice in General**, an “Unfair Practice is any practice which – (A) either (1) offends any public policy as it has been established by the . . . statutes or common law of this state or (2) is unethical, oppressive or unscrupulous; and (B) represents a risk of, or causes, substantial injury to consumers.”

69. Pursuant to 15 C.S.R. § 60-8.090, **Illegal Conduct**, “(1) it is an unfair practice for any person in connection with advertisement or sale of merchandise to engage in any method, use or practice which – (A) violates state or federal law intended to protect the public; and (B) presents a risk of, or causes, substantial injury to consumers.”

70. Pursuant to 15 C.S.R. § 60-9.040, **Fraud in General**, “(1) Fraud includes any acts, omissions or artifices which involve falsehood, deception, trickery, breach of legal or equitable

duty, trust, or confidence, and are injurious to another or by which an undue or unconscientious advantage over another is obtained."

71. Pursuant to 15 C.S.R. § 60-8.040 **Duty of Good Faith**, "(1) It is an unfair practice for any person in connection with the advertisement or sale of merchandise to violate the duty of good faith in solicitation, negotiation and performance, or in any manner fail to act in good faith.

72. Defendant UACC's violations of the MMPA include, but are not limited to, the following:

- a. Failing to act in good faith, as well as acting unethically, oppressively, and unscrupulously, and in contravention of Missouri law, by converting and refusing to return Plaintiff's \$686.00.
- b. Failing to act in good faith, as well as acting unethically, oppressively, and unscrupulously, and in contravention of Missouri law, by repeatedly attempting to collect an unlawful debt stemming from the fraudulent and void sale of the Tahoe.

73. Pursuant to § 407.025.1 RSMo., Plaintiff is entitled to the recovery of his actual damages, punitive damages, reasonable attorneys' fees, and equitable relief.

74. Defendant's conduct as outlined herein was intentional, willful, wanton, fraudulent, reckless, and/or malicious, thereby entitling Plaintiff to the recovery of punitive damages.

WHEREFORE, Plaintiff prays for judgment against Defendant in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and post-judgment interest at the greatest rate allowed by statute, reasonable attorneys' fees, and such other and further relief as may be just and proper under the circumstances.

**COUNT THREE:**  
**VIOLATIONS OF THE MISSOURI MOTOR VEHICLE TIME SALES ACT**

75. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

76. The RISCA was a “retail installment contract” as defined by § 365.020.10 RSMo.

77. The Tahoe was a “motor vehicle” as defined by § 365.020.5 RSMo.

78. Section § 365.070.6 RSMo. requires retail installment sale contracts, such as the RISCA here, to include (1) the cash sale price of the motor vehicle, (2) the amount of the buyer’s down payment, (3) the difference between items one and two, (4) the principal balance, (5) the time price differential, and (6) the time sale price.

79. That statute not only requires that those items be listed on the sale contract but that they be *accurate*.

80. Because the underlying sale was “fraudulent and void,” each of these items on the RISCA for the Tahoe was false.

81. In addition, the RISCA inaccurately lists “\$1,600.00” as the total down payment (“cash payment”) for the Tahoe.

82. Further, the RISCA inaccurately lists “0.00” on the “deferred down payment” line.

83. The requirements of § 365.070.6 RSMo. apply to the RISCA, and therefore are binding and may be enforced equally against the seller and the holder of the contract.

84. Upon information and belief, UACC was the holder of the RISCA for the Tahoe at the time of its sale, or alleged sale, to Plaintiff.

85. Section § 365.150.2 provides that a violation of § 365.070 bars the seller or holder from recovery “of any time price differential, delinquency or collection charge on the contract.”

86. As such, UACC is not entitled to collect any time price differential (i.e., interest), delinquency, or collection charge on the RISCA.

87. Section 365.150.3 provides a thirty-day (30) safe-harbor period for UACC. However, that safe-harbor period has passed.

88. Pursuant to §§ 365.145 and 408.551 through 408.562, the violation of § 365.070 renders the holder (Defendant UACC) liable for actual damages, punitive damages, attorneys' fees, and equitable relief.

WHEREFORE, Plaintiff prays for judgment against Defendant UACC in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and post-judgment interest at the greatest rate allowed by statute, reasonable attorneys' fees, and such other and further relief as may be just and proper under the circumstances.

#### **DEMAND FOR JURY TRIAL**

89. Plaintiff hereby demands a jury trial on all issues so triable.

Respectfully submitted,

*/s/ Andrew R. Taylor*  
Bryce B. Bell MO#66841  
Mark W. Schmitz MO#69329  
Andrew R. Taylor MO#72157  
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[AT@BellLawKC.com](mailto:AT@BellLawKC.com)  
Attorneys for Plaintiffs

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

<b>WESLEY PIERCE, JR.,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No.</b>
<b>v.</b>	)	
	)	
	)	<b>Division</b>
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<b>UNITED AUTO CREDIT</b>	)	
<b>CORPORATION,</b>	)	
<i>Serve:</i>	)	
<b>CSC-Lawyers Incorporating Services Co.</b>	)	
<b>221 Bolivar St.</b>	)	
<b>Jefferson City, MO 65101</b>	)	
	)	
<b>Defendant.</b>	)	

**MOTION FOR APPROVAL AND APPOINTMENT OF PRIVATE PROCESS SERVER**

COMES NOW Plaintiff, by and through his attorney of record, and for his Motion for Approval/Appoint of Private Process Server, and requests that D&B Legal Services, Inc.: Legal Names (s):

Jamie Andrews PPS20-0009	Richard Davis PPS20-0029	James Hannah PPS20-0047
Sallie Bailey PPS20-0663	Anthony Dice PPS20-0497	Rufus Harmon PPS20-0048
Caleb Battreal PPS20-0010	David Dice PPS20-0030	James Harvey PPS20-0049
Bernard Beletsky PPS20-0011	Maureen Dice PPS20-0031	Natalie Hawks PPS20-0050
Carrington Bell PPS20-0012	Norman Diggs PPS20-0032	Douglas Hays PPS20-0051
Thomas Bogue PPS20-0013	Edwina Ditmore PPS20-0033	Stephen Heitz PPS20-0052
Brent Bohnhoff PPS20-0014	Mariissa Doan PPS20-0034	Wendy Hilgenberg PPS20-0053
Arthur Boyer PPS20-0015	Paul Donovan PPS20-0618	James Hise PPS20-0054
Scott Brady PPS20-0016	Shawn Edwards PPS20-0035	Gerald Hissam PPS20-0055
Gary Brakemeyer PPS20-0017	Tonya Elkins PPS20-0036	William Hockersmith PPS20-0056
James Bromeier PPS20-0615	William Ferrell PPS20-0037	Alex Holland PPS20-0057
Jeff Brown PPS20-0018	Robert Finley PPS20-0335	Thomas Honton PPS20-0623
Hester Bryant PPS20-0019	James Frago PPS20-0038	Mary Hurley PPS20-0058
Nicholas Bull PPS20-0020	John Frago PPS20-0039	Betty Johnson PPS20-0059
Randy Burrow PPS20-0021	Kenneth Frechette II PPS20-0040	Edward Johnson PPS20-0060
Gory Burt PPS20-0022	Andrew Garza PPS20-0041	James Johnson PPS20-0061
Kyle Carter PPS20-0023	Paul Glickert PPS20-0620	Etoya Jones PPS20-0062
Michael Conklin PPS20-0024	Bradley Gordon PPS20-0042	Patrick Jones PPS20-0063
Lisa Corbett PPS20-0025	Thomas Gorgen PPS20-0043	Thomas Kalmayer PPS20-0627
Dennis Dahlberg PPS20-0026	Tom Gorgone PPS20-0044	Derek Kelley PPS20-0064
Mary Dahlberg PPS20-0027	Richard Gray PPS20-0045	Brent Kirkhart PPS20-0065
Bert Daniels JR PPS20-0028	Charles Gunning PPS20-0046	Janice Kirkhart PPS20-0066

Tyler Kirkhart PPS20-0067  
 Damon Lester PPS20-0068  
 Daniel Maglothin PPS20-0069  
 Chad Maier PPS20-0070  
 Kenneth Marshall PPS20-0071  
 Deborah Martin PPS20-0072  
 Michael Martin PPS20-0073  
 Todd Martinson PPS20-0074  
 Timothy McGarity PPS20-0075  
 Diane McKay PPS20-0631  
 Casey McKee PPS20-0076  
 Michael Meador PPS20-0077  
 Kenny Medlin PPS20-0078  
 Maria Meier PPS20-0079  
 Thomas Melte PPS20-0080  
 Matthew Millhollin PPS20-0081  
 James Mitchell PPS20-0082  
 Alexious Moehring PPS20-0083  
 Jonathan Moehring PPS20-0084  
 Jason Moody PPS20-0085  
 Ronald Moore PPS20-0086  
 Andrew Myers PPS20-0087  
 Frederick Myers PPS20-0088  
 James Myers PPS20-0089  
 Stephanie Myers PPS20-0090  
 Christopher New PPS20-0091  
 Jeremy Nicholas PPS20-0092

Michael Noble PPS20-0093  
 Greg Noll PPS20-0094  
 Robert O'Sullivan PPS20-0095  
 Mike Perry PPS20-0096  
 Bob Peters PPS20-0097  
 Devin Pettenger PPS20-0098  
 Carrie Pfeifer PPS20-0099  
 Craig Poese PPS20-0159  
 Bill Powell PPS20-0100  
 Dee Powell PPS20-0101  
 Samantha Powell PPS20-0102  
 Kim Presler PPS20-0103  
 Marcus Presler PPS20-0104  
 Mark Rauss PPS20-0105  
 Terri Richards PPS20-0106  
 Jorge Rivera PPS20-0107  
 Sammie Robinson PPS20-0108  
 Richard Roth PPS20-0109  
 Edna Russell PPS20-0110  
 Brenda Schiwitz PPS20-0111  
 Michael Siegel PPS20-0214  
 Joe Sherrod PPS20-0112  
 Andrew Sitzes PPS20-0113  
 Laura Skinner PPS20-0114  
 Thomas Skinner PPS20-0115  
 Richard Skyles PPS20-0215  
 Chris Stanton PPS20-0216

William Steck PPS20-0116  
 Randy Stone PPS20-0117  
 Sonja Stone PPS20-0118  
 David Taliaferro PPS20-0119  
 Michael Taylor PPS20-0120  
 Robert Torrey PPS20-0121  
 Lucas Traugott PPS20-0122  
 Steve Trueblood PPS20-0123  
 Jonathan Trumpower PPS20-0124  
 Cory Upchurch PPS20-0637  
 Jerromy Vanderwaal PPS20-0660  
 Douglas Washburn PPS20-0639  
 Ryan Weekley PPS20-0125  
 Misty Wege PPS20-0126  
 Andrew Wheeler PPS20-0127  
 Charles Wheeler PPS20-0646  
 Roger White PPS20-0641  
 Andrew Wickliffe PPS20-0128  
 Norman Wiley PPS20-0129  
 Gregory Willing PPS20-0130  
 Connii Wilson PPS20-0131  
 Jerry Wilson PPS20-0132  
 Debra Woodhouse PPS20-0133  
 Stan Yoder PPS20-0134  
 Greg Zotta PPS20-0135

who are qualified persons to serve process, are not parties to the case and are not less than eighteen (18) years of age, as private process servers in the above cause to serve process in this case.

Respectfully submitted,

/s/ Andrew R. Taylor  
 Bryce B. Bell MO#66841  
 Mark W. Schmitz MO#69329  
 Andrew R. Taylor MO#72157  
 Bell Law, LLC  
 2600 Grand Blvd., Suite 580  
 Kansas City, MO 64108  
 T: 816-886-8206  
 F: 816-817-8500  
 Bryce@BellLawKC.com  
 MS@BellLawKC.com  
 AT@BellLawKC.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR., )  
v. )  
Plaintiff, ) Case No.  
 )  
UNITED AUTO CREDIT ) JURY TRIAL DEMANDED  
CORPORATION, )  
*Serve:* )  
CSC-Lawyers Incorporating Services Co. )  
221 Bolivar St. )  
Jefferson City, MO 65101 )  
Defendant. )

**ORDER FOR APPOINTMENT OF PRIVATE PROCESS SERVER**

It is hereby ordered that Plaintiff's Motion for Approval and Appointment of Private Process Server is granted and the individuals named on the Motion for Approval and Appointment of Private Process Server are hereby approved and appointed to serve process in the above-captioned matter.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Judge or Clerk

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

**WESLEY PIERCE JR**

**PLAINTIFF(S),  
VS.**

**CASE NO. 2016-CV10477  
DIVISION 7**

**UNITED AUTO CREDIT CORPORATION**

**DEFENDANT(S),**

**NOTICE OF CASE MANAGEMENT CONFERENCE FOR CIVIL CASE  
AND ORDER FOR MEDIATION**

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NOTICE IS HEREBY GIVEN that a Case Management Conference will be held with the Honorable **S MARGENE BURNETT** on **04-AUG-2020** in **DIVISION 7** at **09:00 AM**. All Applications for Continuance of a Case Management Conference should be filed on or before Wednesday of the week prior to the case management setting. Applications for Continuance of a Case Management Conference shall comply with Supreme Court Rule and 16<sup>th</sup> Cir. R. 34.1. Continuance of a Case Management Conference will only be granted for good cause shown because it is the desire of the Court to meet with counsel and parties in all cases within the first 4 months that a case has been on file. All counsel and parties are directed to check Case.NET on the 16<sup>th</sup> Judicial Circuit web site at [www.16thcircuit.org](http://www.16thcircuit.org) after filing an application for continuance to determine whether or not it has been granted.

A lead attorney of record must be designated for each party as required by Local Rule 3.5.1. A separate pleading designating the lead attorney of record shall be filed by each party as described in Local Rule 3.5.2. The parties are advised that if they do not file a separate pleading designating lead counsel, even in situations where there is only one attorney representing the party, JIS will not be updated by civil records department, and copies of orders will be sent to the address currently shown in JIS. Civil Records does not update attorney information from answers or other pleadings. The Designation of Lead Attorney pleading shall contain the name of lead counsel, firm name, mailing address, phone number, FAX number and E-mail address of the attorney who is lead counsel.

At the Case Management Conference, counsel should be prepared to address at least the following:

- a. A trial setting;
- b. Expert Witness Disclosure Cutoff Date;
- c. A schedule for the orderly preparation of the case for trial;
- d. Any issues which require input or action by the Court;
- e. The status of settlement negotiations.

## **MEDIATION**

The parties are ordered to participate in mediation pursuant to Supreme Court Rule 17. Mediation shall be completed within 10 months after the date the case is filed for complex cases, and 6 months after the date the case is filed for other circuit cases, unless otherwise ordered by the Court. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of the party shall also personally attend the mediations with the party.

The parties shall confer and select a mutually agreeable person to act as mediator in this case. If the parties are unable to agree on a mediator the court will appoint a mediator at the Case Management Conference.

Each party shall pay their respective pro-rata cost of the mediation directly to the mediator.

## **POLICIES/PROCEDURES**

Please refer to the Court's web page [www.16thcircuit.org](http://www.16thcircuit.org) for division policies and procedural information listed by each judge.

/S/ S MARGENE BURNETT  
S MARGENE BURNETT, Circuit Judge

### Certificate of Service

This is to certify that a copy of the foregoing was mailed postage pre-paid or hand delivered to the plaintiff with the delivery of the file-stamped copy of the petition. It is further certified that a copy of the foregoing will be served with the summons on each defendant named in this action.

#### Attorney for Plaintiff(s):

ANDREW ROBERT TAYLOR, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108

#### Defendant(s):

UNITED AUTO CREDIT CORPORATION

Dated: 07-APR-2020

MARY A. MARQUEZ  
Court Administrator

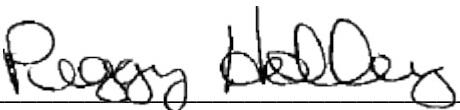
IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
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UNITED AUTO CREDIT ) JURY TRIAL DEMANDED  
CORPORATION, )  
*Serve:* )  
CSC-Lawyers Incorporating Services Co. )  
221 Bolivar St. )  
Jefferson City, MO 65101 )  
Defendant. )

**ORDER FOR APPOINTMENT OF PRIVATE PROCESS SERVER**

It is hereby ordered that Plaintiff's Motion for Approval and Appointment of Private Process Server is granted and the individuals named on the Motion for Approval and Appointment of Private Process Server are hereby approved and appointed to serve process in the above-captioned matter.

Date: 07-Apr-2020



DEPUTY COURT ADMINISTRATOR



## IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: S MARGENE BURNETT	Case Number: 2016-CV10477
Plaintiff/Petitioner: WESLEY PIERCE JR  vs.	Plaintiff's/Petitioner's Attorney/Address ANDREW ROBERT TAYLOR Bell Law, LLC 2600 Grand Blvd SUITE 580 KANSAS CITY, MO 64108
Defendant/Respondent: UNITED AUTO CREDIT CORPORATION	Court Address: 415 E 12th KANSAS CITY, MO 64106
Nature of Suit: CC Other Tort	

(Date File Stamp)

**Summons in Civil Case****The State of Missouri to:** UNITED AUTO CREDIT CORPORATION

Alias:

R/A CSC-LAWYERS INC SERVICE CO  
221 BOLIVAR ST  
JEFFERSON CITY, MO 65101**PRIVATE PROCESS SERVER**

JACKSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

07-APR-2020  
Date

Clerk

Further Information:

**Sheriff's or Server's Return****Note to serving officer:** Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.  
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.  
 (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) \_\_\_\_\_ (title). \_\_\_\_\_

 other \_\_\_\_\_.

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ \_\_\_\_\_ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$. \_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

## **SUMMONS/GARNISHMENT SERVICE PACKETS ATTORNEY INFORMATION**

Under the Missouri e-filing system now utilized by the 16<sup>th</sup> Judicial Circuit Court, once a case has been accepted for filing, a clerk prepares the necessary documents for service. The summons/garnishment is sent to the attorney by an e-mail containing a link so that the filer may print and deliver the summons/garnishment, pleadings and any other necessary documents to the person designated to serve the documents.

Pursuant to State statutes, Supreme Court Rules and Local Court Rules, attorneys are required to print, attach and serve specific documents with certain types of Petitions and other filings.

Please refer to the Court's website for instructions on how to assemble the service packets at:

16thcircuit.org → Electronic Filing Information → Required Documents for Service – eFiled cases → Summons/Garnishment Service Packet Information.

Please review this information periodically, as revisions are frequently made. Thank you.

Circuit Court of Jackson County



## IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: S MARGENE BURNETT	Case Number: 2016-CV10477
Plaintiff/Petitioner: WESLEY PIERCE JR.	Plaintiff's/Petitioner's Attorney/Address ANDREW ROBERT TAYLOR Bell Law, LLC 2600 Grand Blvd SUITE 580 KANSAS CITY, MO 64108
vs.	
Defendant/Respondent: UNITED AUTO CREDIT CORPORATION	Court Address: 415 E 12th KANSAS CITY, MO 64106
Nature of Suit: CC Other Tort	

(Date File Stamp)

**Summons in Civil Case**

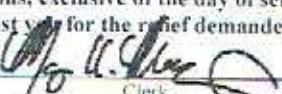
The State of Missouri to: UNITED AUTO CREDIT CORPORATION

Alias:

R/A CSC-LAWYERS INC SERVICE CO  
321 BOLIVAR ST  
JEFFERSON CITY, MO 65101**PRIVATE PROCESS SERVER**

JACKSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

17 APR 2020  
Date
  
Clerk

Further Information

**Sheriff's or Server's Return**

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.  
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 18 years who permanently resides with the Defendant/Respondent.  
 (for service on a corporation) delivering a copy of the summons and a copy of the petition to

Lauren Shipley

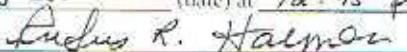
(name) Authorized Agent (title),

 other \_\_\_\_\_

Served at 221 Bolivar St. Jefferson City Mo (address)

in Cole (County/City of St. Louis), MO, on 4-5-20 (date) at 12:45 pm (time).

Ruth R. Harmon



Signature of Sheriff or Server

DONNA R. MEYER Name of Sheriff or Server  
Notary Public - Notary Seal

Must be sworn before a notary public if not served by an authorized officer:

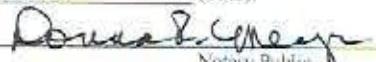
STATE OF MISSOURI  
Commissioned for Cole County

Commission No. 13435325

My Commission Expires 3/3/2021 My commission expires: 03-03-2021

04-10-2020

(date)



Notary Public

**Sheriff's Fees**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)

Total \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



## IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: S MARGENE BURNETT	Case Number: 2016-CV10477
Plaintiff/Petitioner: WESLEY PIERCE JR  vs.	Plaintiff's/Petitioner's Attorney/Address ANDREW ROBERT TAYLOR Bell Law, LLC 2600 Grand Blvd SUITE 580 KANSAS CITY, MO 64108
Defendant/Respondent: UNITED AUTO CREDIT CORPORATION	Court Address: 415 E 12th KANSAS CITY, MO 64106
Nature of Suit: CC Other Tort	

(Date File Stamp)

**Summons in Civil Case****The State of Missouri to:** UNITED AUTO CREDIT CORPORATION

Alias:

R/A CSC-LAWYERS INC SERVICE CO  
221 BOLIVAR ST  
JEFFERSON CITY, MO 65101**PRIVATE PROCESS SERVER**

JACKSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

07-APR-2020  
Date

Clerk

Further Information:

**Sheriff's or Server's Return****Note to serving officer:** Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.  
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with \_\_\_\_\_ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.  
 (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) \_\_\_\_\_ (title). \_\_\_\_\_

 other \_\_\_\_\_.

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees**

Summons \$ \_\_\_\_\_

Non Est \$ \_\_\_\_\_

Sheriff's Deputy Salary \$ \_\_\_\_\_

Supplemental Surcharge \$ \_\_\_\_\_ 10.00

Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$. \_\_\_\_\_ per mile)

**Total** \$ \_\_\_\_\_

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR., )  
Plaintiff, )  
v. ) Case No. 2016-cv10477  
UNITED AUTO CREDIT CORP., )  
Defendant. )

**MOTION FOR CHANGE OF JUDGE**

COMES NOW, Plaintiff, by and through his undersigned counsel of record, and pursuant to Missouri Supreme Court Rule 51.05, hereby requests a change of judge.

Respectfully submitted,

/s/ Mark W. Schmitz  
Bryce B. Bell MO#66841  
Mark W. Schmitz MO#69329  
Andrew R. Taylor MO#72157  
Bell Law, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
T: 816-886-8206  
F: 816-817-8500  
[Bryce@BellLawKC.com](mailto:Bryce@BellLawKC.com)  
[MS@BellLawKC.com](mailto:MS@BellLawKC.com)  
[AT@BellLawKC.com](mailto:AT@BellLawKC.com)

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was filed with the Court's e-Filing system on April 15, 2020, and thereby served upon all attorneys of record.

/s/ Mark W. Schmitz

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE JR )  
Plaintiff, )  
v. )  
UNITED AUTO CREDIT )  
CORPORATION )  
Defendant. )

Case No. 2016-CV10477  
Division 8

ORDER

Before the Court is Plaintiff's Motion for Change of Judge, filed April 15, 2020. The Court, being duly advised in the premises and after careful consideration hereby **GRANTS** said Motion.

IT IS SO ORDERED.

4/27/20

Date

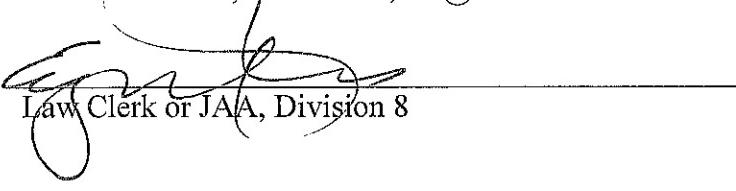
  
HONORABLE BRYAN E ROUND

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was duly delivered on:  
27th day of April, 2020 to:

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd,  
SUITE 580, KANSAS CITY, MO 64108

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108, ms@BellLawKC.com

  
Law Clerk or JAA, Division 8

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
WESLEY PIERCE V UNITED AUTO CREDIT CORPORATION

CASE NO: 2016-CV10477  
 CIRCUIT JUDGE CASE  
 ASSOCIATE CIRCUIT JUDGE CASE  
 COMMISSIONER CASE

**ORDER TRANSFERRING CASE**

CIVIL       CRIMINAL       DOMESTIC RELATIONS

This case is transferred to the Presiding Judge for reassignment pursuant to Circuit Court Rule for the following reason(s):

- Change of Judge     Recusal                 Certification         Request for Jury  
 Change of Venue to \_\_\_\_\_                 Reciprocal Case         Other \_\_\_\_\_  
 By agreement of the Judges, this cause is transferred directly to Division \_\_\_\_\_ pursuant to Circuit Court Rule.  
This transfer is with consent of the presiding judge and pursuant to local rule allowing a direct transfer of the case to a consenting judge without involvement of the Presiding Judge or the Presiding Judge's staff. No reciprocal transfer case is authorized by the Presiding Judge with regard to this transfer.  
 Reciprocal transfer of a comparable case to Division \_\_\_\_\_ in exchange for Case # \_\_\_\_\_.

**CASE MANAGEMENT CONFERENCE/TRIAL DATES SET FOR THIS DIVISION ARE CANCELED.**

APRIL 27, 2020

DATE

JUDGE BRYAN E. ROUND

**ORDER OF PRESIDING JUDGE REASSIGNING CASE**

This case is reassigned to Division \_\_\_\_\_ pursuant to Circuit Court Rule.

- The receiving division shall select a comparable case, enter all data required to change the judge of record and cancel all scheduled events, including, but not limited to, case management conference, pretrial conference and trial dates, and shall deliver the case file folder to the transferring division listed above, along with a copy of this notice, within 20 days after the date of this Order. Failure to complete this reciprocal transfer within twenty days from the date of this Order shall result in forfeiting the right to make a reciprocal transfer with regard to this case.

DATE

JUDGE

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on \_\_\_\_\_.

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108, ms@BellLawKC.com

Data Entry Copy

RECEIVING JAA: \_\_\_\_\_

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
WESLEY PIERCE V UNITED AUTO CREDIT CORPORATION

CASE NO: 2016-CV10477  
 CIRCUIT JUDGE CASE  
 ASSOCIATE CIRCUIT JUDGE CASE  
 COMMISSIONER CASE

**ORDER TRANSFERRING CASE**

CIVIL       CRIMINAL       DOMESTIC RELATIONS

This case is transferred to the Presiding Judge for reassignment pursuant to Circuit Court Rule for the following reason(s):

- Change of Judge     Recusal                 Certification         Request for Jury  
 Change of Venue to \_\_\_\_\_                 Reciprocal Case         Other \_\_\_\_\_  
 By agreement of the Judges, this cause is transferred directly to Division \_\_\_\_\_ pursuant to Circuit Court Rule.  
This transfer is with consent of the presiding judge and pursuant to local rule allowing a direct transfer of the case to a consenting judge without involvement of the Presiding Judge or the Presiding Judge's staff. No reciprocal transfer case is authorized by the Presiding Judge with regard to this transfer.  
 Reciprocal transfer of a comparable case to Division \_\_\_\_\_ in exchange for Case # \_\_\_\_\_.

**CASE MANAGEMENT CONFERENCE/TRIAL DATES SET FOR THIS DIVISION ARE CANCELED.**

APRIL 27, 2020

DATE

JUDGE BRYAN E. ROUND

**ORDER OF PRESIDING JUDGE REASSIGNING CASE**

This case is reassigned to Division 4 pursuant to Circuit Court Rule.

- The receiving division shall select a comparable case, enter all data required to change the judge of record and cancel all scheduled events, including, but not limited to, case management conference, pretrial conference and trial dates, and shall deliver the case file folder to the transferring division listed above, along with a copy of this notice, within 20 days after the date of this Order. Failure to complete this reciprocal transfer within twenty days from the date of this Order shall result in forfeiting the right to make a reciprocal transfer with regard to this case.

28-Apr-2020

DATE

JUDGE

**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on 28-Apr-2020.

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108, ms@BellLawKC.com

Data Entry Copy

RECEIVING JAA: \_\_\_\_\_

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR., )  
Plaintiff, ) Case No. 2016-CV10477  
v. ) Division: 4  
UNITED AUTO CREDIT )  
CORPORATION, )  
Defendant. )

**NOTICE OF PARTIAL VOLUNTARY DISMISSAL**

Pursuant to Rule 67.02(a), Plaintiff Wesley Pierce hereby voluntarily dismisses, without prejudice, his Missouri Merchandising Practices Act (“MMPA”) claim against Defendant United Auto Credit Corporation. Plaintiff does not dismiss any other claims in this action.

Respectfully submitted,

/s/ Andrew R. Taylor

Bryce B. Bell MO#66841  
Mark W. Schmitz MO#69329  
Andrew R. Taylor MO#72157  
Bell Law, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
T: 816-886-8206  
F: 816-817-8500  
Bryce@BellLawKC.com  
MS@BellLawKC.com  
AT@BellLawKC.com  
*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I certify that on this day of May 15, 2020, a true and accurate copy of the foregoing was filed with the Court's e-filing system and thereby served via email to all attorneys of record.

Respectfully submitted,

*/s/ Andrew R. Taylor*  
Bryce B. Bell MO#66841  
Mark W. Schmitz MO#69329  
Andrew R. Taylor MO#72157  
Bell Law, LLC  
2600 Grand Blvd.  
Suite 580  
Kansas City, MO 64108  
T: 816-886-8206  
F: 816-817-8500  
[Bryce@BellLawKC.com](mailto:Bryce@BellLawKC.com)  
[MS@BellLawKC.com](mailto:MS@BellLawKC.com)  
[AT@BellLawKC.com](mailto:AT@BellLawKC.com)  
*Attorneys for Plaintiff*

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com



IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Wesley Pierce,  
Plaintiff,

vs.

United Auto Credit Corporation,  
Defendant.

Case Number: 2016-CV10477

### Entry of Appearance

Comes now undersigned counsel and enters his/her appearance as attorney of record for Wesley Pierce, Jr, Plaintiff, in the above-styled cause.

/s/ Bryce B. Bell  
Bryce Bruce Bell  
Mo Bar Number: 66841  
Attorney for Plaintiff  
2600 Grand Blvd., Ste. 580  
Kansas City, MO 64108  
Phone Number: (816) 886-8206  
bryce@belllawkc.com

### Certificate of Service

I hereby certify that on May 15th, 2020, a copy of the foregoing was sent through the Missouri eFiling system to the registered attorneys of record and to all others by facsimile, hand delivery, electronic mail or U.S. mail postage prepaid to their last known address.

/s/ Bryce B. Bell  
Bryce Bruce Bell

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE JR, )  
Plaintiff, )  
v. ) Case No. 2016-CV10477  
 ) Division 4  
 )  
UNITED AUTO CREDIT CORPORATION, )  
Defendant. )

**NOTICE**

You are hereby notified that a case management conference has been rescheduled in the above captioned case for **Friday, September 11, 2020 at 8:30 AM** in Division 4 on the 4<sup>th</sup> floor of the Jackson County Circuit Court, located at 415 E. 12th Street, Kansas City, Missouri.

---

28-May-2020

DATE

*Justine E. Del Muro*  
JUSTINE E. DEL MURO, JUDGE

**Certificate of Service**

This is to certify that a copy of the foregoing was automatically forwarded to the attorneys of record through the Court's eFiling system. In addition, this certifies that a copy of the foregoing was hand delivered/faxed/mailed to the following on 28-May-2020.

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108 ms@BellLawKC.com

BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108

Bryce@BellLawKC.com

*[Signature]*  
Law Clerk, Division 4

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR.,

)

Plaintiff,

)

v.

)

UNITED AUTO CREDIT  
CORPORATION,

)

Case No. 2016-CV10477

Division 4

Defendant.

)

)

)

**NOTICE OF APPEARANCE**

COMES NOW the undersigned, Ryan S. Rummage of Burr & Forman LLP, and hereby gives notice of his appearance as counsel of record for Plaintiff United Auto Credit Corporation (“UACC”) in the above-captioned case. Counsel requests that copies of all notices, pleadings and other papers in this case be served upon him as counsel for UACC.

Respectfully submitted this 25th day of June, 2020.

/s/ Ryan S. Rummage

Ryan S. Rummage (MO Bar #69871)

BURR & FORMAN LLP

420 North 20th Street, Suite 3400

Birmingham, AL 35203

Telephone: (205) 251-3000

Facsimile: (205) 458-5100

rrummage@burr.com

Attorney for Defendant

UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 25th day of June, 2020, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                          )  
Plaintiff,            )  
                          )  
v.                     )  
                          )  
UNITED AUTO CREDIT    )  
CORPORATION,            )  
                          )  
Defendant.            )  
                          )  
                          )

Case No. 2016-CV10477

Division 4

**DEFENDANT UNITED AUTO CREDIT CORPORATION'S ANSWER TO  
PLAINTIFF'S PETITION FOR DAMAGES**

COMES NOW Defendant United Auto Credit Corporation ("UACC"), by and through its undersigned counsel, and for its Answer to Plaintiff's Petition for Damages states as follows:

**PARTIES**

1. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.
2. UACC admits that it is a California corporation and that it can be served by serving its registered agent. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

**JURISDICTION AND VENUE**

3. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies that Plaintiff has suffered an injury sufficient to confer jurisdiction upon this Court.

**FACTS COMMON TO ALL COUNTS**

4. UACC admits that Plaintiff purchased a 2003 GMC Tahoe from Truman Auto Sales on March 3, 2018.

5. Admitted.

6. Admitted.

7. UACC admits that the dealership assigned the Retail Installment Contract and Security Agreement to UACC. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

8. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

9. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

10. UACC denies the allegations in this paragraph.

11. UACC denies the allegations in this paragraph.

12. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

13. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

14. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

15. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

16. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

17. UACC denies the allegations in this paragraph.

18. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

19. UACC admits that it received a payment from Pierce in the amount of \$345.00 on April 28, 2018.

20. UACC admits that it received a payment from Pierce in the amount of \$341.00 on August 17, 2018.

21. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

22. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

23. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

24. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

25. Admitted.

26. UACC states that the Missouri Department of Revenue Incomplete Transaction Notice form speaks for itself and denies any mischaracterization of the same.

27. UACC states that the Missouri Attorney General Consumer Complaint form speaks for itself and denies any mischaracterization of the same.

28. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

29. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

30. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

31. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

32. Admitted.

33. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

34. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

35. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

36. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

37. UACC admits that it communicated with Plaintiff. Except as expressly admitted herein, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

38. UACC denies the allegations in this paragraph.

39. UACC states that the Missouri Department of Revenue General Affidavit speaks for itself and denies any mischaracterization of the same.

40. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

41. UACC denies the allegations in this paragraph.

42. UACC admits that it sent a billing statement dated October 29, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

43. UACC admits that it sent Plaintiff a Notice of Right to Cure letter dated November 11, 2018. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

44. Admitted.

45. UACC admits that it sent a billing statement dated November 28, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

46. UACC admits that it sent a billing statement dated December 29, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

47. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

48. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

49. UACC admits that it sent Plaintiff a Notice of Right to Cure letter dated February 2, 2019. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

50. Admitted.

51. UACC denies the allegations in this paragraph.

52. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

**COUNT ONE:  
CONVERSION**

53. UACC incorporates by reference all previous as though fully set forth herein.
54. UACC denies the allegations in this paragraph.
55. UACC admits that it received a \$345.00 payment from Plaintiff on April 28, 2018 and a \$341.00 payment from Plaintiff on August 17, 2018. Except as expressly admitted herein, UACC denies the allegations in this paragraph.
56. UACC denies the allegations in this paragraph.
57. UACC denies the allegations in this paragraph.
58. UACC denies the allegations in this paragraph.
59. UACC admits that it has not returned any payments to Plaintiff.
60. UACC denies the allegations in this paragraph.
61. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with “WHEREFORE” and located below paragraph 61, UACC denies that Plaintiff is entitled to actual damages, punitive damages, or any relief whatsoever.

**COUNT TWO  
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT**

62-74. Plaintiff dismissed the claim referenced in these paragraphs on May 15, 2020 and, as a result, a response from UACC is not required.

**COUNT THREE:  
VIOLATIONS OF THE MISSOURI MOTOR VEHICLE TIME SALES ACT**

75. UACC incorporates by reference all previous as though fully set forth herein.

76. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

77. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

78. UACC states that § 365.070.6 RSMo. speaks for itself and denies any mischaracterization of the same.

79. UACC states that § 365.070.6 RSMo. speaks for itself and denies any mischaracterization of the same.

80. UACC denies the allegations in this paragraph.

81. UACC denies the allegations in this paragraph.

82. UACC denies the allegations in this paragraph.

83. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

84. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

85. UACC states that § 365.150.2 RSMo. speaks for itself and denies any mischaracterization of the same.

86. UACC denies the allegations in this paragraph.

87. UACC states that § 365.150.3 RSMo. speaks for itself and denies any mischaracterization of the same.

88. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with "WHEREFORE" and located below paragraph 88, UACC denies that Plaintiff is entitled to actual damages, punitive damages, attorneys' fees, or any relief whatsoever.

### **DEMAND FOR JURY TRIAL**

89. UACC admits that Plaintiff has demanded a jury trial but denies that it is liable to Plaintiff in any way.

### **AFFIRMATIVE DEFENSES**

#### **First DEFENSE**

Plaintiff's Petition should be dismissed on the grounds that it fails to state a claim upon which relief can be granted against UACC.

#### **Second DEFENSE**

To the extent Plaintiff's claims are based on conduct occurring beyond the applicable statutes of limitations, they are time barred.

#### **Third DEFENSE**

Any violation of the law or damage suffered by Plaintiff, which UACC denies, was due to the affirmative actions and/or omissions of Plaintiff and does not give rise to any liability of UACC.

#### **Fourth DEFENSE**

Plaintiff's injuries, if any, were the result of an intervening or superseding cause or the acts or omissions of third or other parties over which UACC had no responsibility or control and for which UACC may not be held liable.

**Fifth DEFENSE**

Plaintiff's claims must fail to the extent that Plaintiff failed to mitigate damages, if any, and/or failed to act with reasonable diligence.

**Sixth DEFENSE**

Plaintiff's claims are barred or limited by the terms of the parties' contract.

**Seventh DEFENSE**

Plaintiff's claims are barred by the Acknowledgment of Certificate of Title Received and release he signed with UACC on or about March 3, 2018.

**Eighth DEFENSE**

Plaintiff's claims are barred or limited by the doctrines of waiver, estoppel, acceptance, and ratification.

**Ninth DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 365.010, et seq.

**Tenth DEFENSE**

Plaintiff is not entitled to recover attorney's fees because the elements for an award of attorney's fees under Missouri law have not been met.

**Eleventh DEFENSE**

Plaintiff cannot recover for mental pain and suffering, emotional distress, or similar damages, if any, in that there is no fixed, objective and/or clear and consistent standard under applicable state law for ascertaining the amount thereof, such that any award of said damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process.

### **Twelfth DEFENSE**

UACC states that an award of punitive damages in this case would serve no purpose for which punitive damages can be awarded in Missouri, and further states that Plaintiff is not entitled to recover punitive damages under Missouri law to the extent Plaintiff is seeking the same.

### **Thirteenth DEFENSE**

Plaintiff is not entitled to an award of punitive damages because an award of punitive damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process, and an award of punitive damages would also violate the Eighth Amendment to the United States Constitution and Article 1, Section 21 of the Constitution of 1945 of the State of Missouri, which prohibit excessive fines and unusual punishment.

### **RESERVATION OF DEFENSES**

UACC reserves the right to assert additional defenses as discovery progresses. To the extent that any of the foregoing allegations in the Petition have not been expressly admitted or denied, they are hereby denied.

Respectfully submitted this 29th day of June, 2020.

/s/ Ryan S. Rummage  
Ryan S. Rummage (MO Bar #69871)  
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Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 29th day of June, 2020, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage

Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

**'IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                        )  
Plaintiff,           )  
                        )      **Case No. 2016-CV10477**  
v.                    )  
                        )      **Division 4**  
                        )  
UNITED AUTO CREDIT   )  
CORPORATION,         )      **JURY TRIAL DEMANDED**  
                        )  
Defendant.           )

**FIRST AMENDED PETITION FOR DAMAGES**

COMES NOW, Plaintiff Wesley Pierce, Jr., by and through his undersigned counsel, and states and alleges as follows:

**AMENDMENT**

1. Plaintiff Wesley Pierce, Jr. ("Wesley" or "Plaintiff") filed his Petition for Damages with this Court on April 6, 2020.
2. On April 28, 2020, Plaintiff's case was ordered to be transferred, from Division 8 to Division 4.
3. Pursuant to Rule 55.33(a), Plaintiff now files this First Amended Petition for Damages, written consent to such filing having been given by counsel for Defendant United Auto Credit Corporation on July 7, 2020.

**PARTIES**

4. Plaintiff is an individual Missouri consumer.
5. Defendant United Auto Credit Corporation ("UACC" and/or "Defendant") is a California corporation that financed the sale in this case. UACC was served with Plaintiff's

Petition for Damages on April 8, 2020, and filed a responsive pleading with the Court on June 29, 2020.

## **JURISDICTION AND VENUE**

6. Jurisdiction and venue in this Court are proper pursuant to § 407.025 RSMo.

## **FACTS COMMON TO ALL COUNTS**

7. On or about March 3, 2018, Wesley purchased, or attempted to purchase, a 2003 GMC Tahoe (VIN: [REDACTED] 8809; “the Tahoe”) from Truman Auto Sales (“Truman”), located at 5300 Truman Road, Kansas City, Missouri 64127.

8. Per the Retail Installment Contract and Security Agreement (“the RICSA”) between Wesley and Truman, the total sale price of the Tahoe, including a down payment of \$1,600.00, was \$9,779.44.

9. The terms underlying the RICSA included a 24.99% APR over two years, entailing twenty-four monthly payments of \$340.81, on a financed amount of \$6,386.25.

10. Truman assigned the RICSA to Defendant UACC. Defendant UACC thereby financed the purchase of the Tahoe and became the holder of the RICSA.

11. The RICSA contained the following language: **“Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof.”**

12. Pursuant to § 400.2-210(5) RSMo., Truman’s assignment of the RICSA to UACC entailed “a delegation of performance of the duties of the assignor and its acceptance by the assignee constitut[ing] a promise” to perform the duties of the assignor.

13. Here, such delegation of duties via assignment of contract included the duty to timely transfer title at the time of delivery.

14. Title did not pass to Wesley at the time of delivery, in violation of § 301.210.4 RSMo. Because UACC was obligated to perform such duty, it violated § 301.210.4 RSMo.

15. The Tahoe is and was a “motor vehicle,” as defined by § 301.010.35 RSMo.

16. The purchase of the Tahoe constituted the “sale” of a “motor vehicle,” as required by § 301.210.4 RSMo.

17. Because Truman did not pass title to Wesley at the time of delivery, the sale of the Tahoe was “fraudulent and void” per § 301.210.4 RSMo.

18. The title given to Wesley had the name of some other person where Truman’s name may have been expected, along with a large “X” across a significant portion of the title.

19. Wesley took that facially problematic title to the DMV in an attempt to properly register and obtain tags for the Tahoe; unsurprisingly, an agent of the DMV told Wesley that a title in that condition could not be accepted.

20. Thus began for Plaintiff an inane and time-consuming relationship with the DMV as he attempted to procure a lawful title for the Tahoe.

21. In fact, Wesley spent so much time at the DMV that he was essentially on a first-name basis with some of its employees, was at least once ushered immediately to the front of the line, and was kept after closing time because someone at the DMV actually sympathized with his plight. All told, Wesley returned to that Kansas City, Missouri-based DMV between, approximately, 10-15 times, to no avail.

22. Wesley paid the sales tax on the Tahoe even though he could not register it. However, he was ultimately refunded that sales tax as the licensing agency did not consider him a purchaser of the car for lack of proper titling.

23. Because Wesley had not obtained title to the Tahoe, he was compelled to go finance another vehicle that he could lawfully drive to work.

24. On or about March 26, 2018, Wesley purchased a 1995 Chevy truck for \$1,300.00, which at least allowed him to lawfully drive while the Tahoe lay dormant.

25. On or about April 27, 2018, Wesley wired a payment of \$345.00 to Defendant.

26. On or about August 16, 2018, Wesley wired a payment of \$341.00 to Defendant.

27. After some number of iterations with the DMV, Plaintiff was told by a representative of a state agency that the Tahoe had a lien on it.

28. Indeed, Wesley drove from Kansas City to the Missouri Department of Revenue's Motor Vehicle Registration office in Jefferson City in another attempt to obtain a lawful title or at least better understand the Tahoe situation.

29. There, he was told by an agent of the Driver License Bureau that Truman had not applied for a title for the Tahoe.

30. Wesley made that drive to Jefferson City on October 22, 2018—over seven months after the fraudulent and void sale of the Tahoe.

31. On a Missouri Department of Revenue Request for Refund of Taxes or Fees Paid on Vehicle or Marine (Form 426) form dated October 22, 2018, Wesley stated that the reason for such refund request included, "Original tag from dealer is crossed out on other owner name. So tag office wouldn't issue tag for vehicle."

32. Per a Missouri Department of Revenue Incomplete Transaction Notice (Form 4808) dated November 5, 2018, the Tahoe "could not be registered because there was a disclaimer. Truman Auto Sales needed to obtain a title in their name before selling."

33. On a Missouri Attorney General Consumer Complaint form (#CC-2018-10-013459) dated November 7, 2018, Plaintiff's statement included the following averment: "Went to the DMV about 8 months to tag it up they took my payment and called me the next day and told me the computer kicked the registration out due to no good title license because called Truman Auto Sales the same day and told them they need to get me a clear title and sign it over to me."

34. Truman did not obtain what *appeared* to be title to the Tahoe until November 16, 2018, by which time Wesley had long since purchased another truck, spent many exhausting hours at the DMV, and had begun seriously considering legal options.

35. Wesley refused to sign that title.

36. On or about November 27, 2018, Plaintiff signed a retainer agreement with Legal Aid of Western Missouri.

37. On or about December 26, 2018, a Legal Aid attorney faxed a letter to the Office of the Missouri Attorney General.

38. Defendant UACC was cc'd on that faxed letter.

39. That letter from the Legal Aid attorney delineated, among other things, that Wesley had not received title at the time of the Tahoe sale and that he "offered the vehicle back on many occasions and was refused."

40. That letter also averred that, "Mr. Pierce is, to date, still being harassed unlawfully by both Truman Auto Sales and United Auto Credit to keep an unwanted vehicle and pay a debt that arose from a void transaction."

41. On or about March 29, 2019, that same Legal Aid lawyer sent, via certified mail, another letter, which was addressed to Defendant UACC.

42. That second letter again noted that Wesley had not received title at the time of sale, that sale was therefore fraudulent and void, Plaintiff had offered to return the Tahoe multiple times to no avail, and that, "Mr. Pierce is, to date, still being harassed unlawfully by both Truman Auto Sales and United Auto Credit to keep a vehicle he does not own and does not want, as well as to pay a debt that arose from a fraudulent and void transaction."

43. Wesley was in personal contact with Defendant UACC a number of times over, in particular, the summer and/or autumn of 2018. His primary point of contact at UACC was someone called "Mercedes."

44. Wesley was contacted numerous times on his personal phone by UACC as it attempted to collect on an unlawful debt.

45. Plaintiff is in possession of a copy of a document, upon which he had handwritten "To Miss Mercedes," that is a Missouri Department of Revenue General Affidavit (Form 768), which was apparently signed by an agent of Truman on April 9, 2018, and noted that a mistake had been made with the title to the Tahoe.

46. Wesley informed UACC numerous times that he had not been issued a proper title at the time of sale and had, in fact, spent many hours over the course of months attempting to obtain title to the Tahoe.

47. Despite the fact that Plaintiff had thoroughly apprised UACC of the lack of proper titling, Mercedes told Wesley that he was still beholden to the RISCA and needed to make payments on the Tahoe.

48. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated October 29, 2018, asserting that he owed \$680.41.

49. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a Notice of Right to Cure letter on November 11, 2018—over eight months after the fraudulent and void sale of the Tahoe.

50. That letter asserted that Wesley was in “default” under the terms of the RISCA and owed Defendant \$356.58.

51. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated November 28, 2018, asserting that he owed \$1,038.20.

52. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a billing statement, dated December 29, 2018, asserting that he owed \$1,396.05.

53. In early January 2019, Wesley received in the mail at his home a license-plate renewal registration form from the Missouri Department of Revenue.

54. Even though that form was properly addressed to Wesley’s home, it had been sent to a “Mauricio M. Jacobo,” a person unknown to Plaintiff and quite possibly the former owner of the Tahoe.

55. Even though the sale of the Tahoe was fraudulent and void and Defendant was well aware of such, UACC sent Wesley a Notice of Right to Cure letter on February 2, 2019—eleven months after the fraudulent and void sale of the Tahoe.

56. That letter asserted that Wesley was in “default” under the terms of the RISCA and owed Defendant \$1,413.09.

57. Given that Defendant was fully aware of Wesley’s predicament, including the fact that, per Missouri law, the sale of the Tahoe was fraudulent and void and that he had spent many,

many hours trying to rectify a mistake that was not his, UACC's conduct in this regard was unconscionable, harassing, and unwarranted.

**COUNT ONE:**  
**CONVERSION**

58. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

59. At all times relevant, Plaintiff was the rightful owner of any and all payments made to Defendant as part of the fraudulent and void Tahoe sale.

60. Defendant took possession of Plaintiffs' \$686.00 in total payments on or about, respectively, April 27, 2018 and August 16, 2018.

61. Defendant took possession of that \$686.00 with the intent to exercise control over and to the exclusion of Plaintiff's rights of ownership and possession of the same.

62. Defendant did in fact exercise such control over the \$686.00, thereby depriving Plaintiff of his right of ownership and possession of the same.

63. Between, generally, March and November 2018, Plaintiff repeatedly offered to return the Tahoe and informed UACC that title had not passed at the time of sale (or for months afterward), such that the sale of the Tahoe was fraudulent and void as a matter of Missouri law .

64. To date, UACC has and continues to refuse the return of the \$686.00.

65. As a direct and proximate result of United Auto Credit's refusal to return the \$686.00, Plaintiff has suffered damages.

66. UACC's conduct as outlined herein is and was intentional, willful, wanton, fraudulent, reckless, and/or malicious, thereby entitling Plaintiff to the recovery of punitive damages.

WHEREFORE, Plaintiff prays for judgment against Defendant UACC in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and post-judgment interest at the greatest rate allowed by statute, and for such other and further relief as may be just and proper under the circumstances.

**COUNT TWO:**  
**VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT**

67. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

68. The Missouri Merchandising Practices Act, § 407.010 et seq. RSMo. (“MMPA”) prohibits unfair and deceptive acts and practices in the sale of goods and services in Missouri.

69. The sale of the Tahoe was a “sale” of “merchandise” as defined by the MMPA.

70. The sale of the Tahoe occurred within the state of Missouri.

71. Plaintiff’s purchase of the Tahoe was primarily for personal, family, or household purposes.

72. Plaintiff has suffered an ascertainable monetary loss as a result of UACC’s unlawful conduct, as described herein.

73. Pursuant to 15 C.S.R. § 60-8.020, **Unfair Practice in General**, an “Unfair Practice is any practice which – (A) either (1) offends any public policy as it has been established by the . . . statutes or common law of this state or (2) is unethical, oppressive or unscrupulous; and (B) represents a risk of, or causes, substantial injury to consumers.”

74. Pursuant to 15 C.S.R. § 60-8.090, **Illegal Conduct**, “(1) it is an unfair practice for any person in connection with advertisement or sale of merchandise to engage in any method, use or practice which – (A) violates state or federal law intended to protect the public; and (B) presents a risk of, or causes, substantial injury to consumers.”

75. Pursuant to 15 C.S.R. § 60-9.040, **Fraud in General**, “(1) Fraud includes any acts, omissions or artifices which involve falsehood, deception, trickery, breach of legal or equitable duty, trust, or confidence, and are injurious to another or by which an undue or unconscientious advantage over another is obtained.”

76. Pursuant to 15 C.S.R. § 60-8.040 **Duty of Good Faith**, “(1) It is an unfair practice for any person in connection with the advertisement or sale of merchandise to violate the duty of good faith in solicitation, negotiation and performance, or in any manner fail to act in good faith.

77. Defendant UACC’s violations of the MMPA include, but are not limited to, the following:

- a. Failing to act in good faith, as well as acting unethically, oppressively, and unscrupulously, and in contravention of Missouri law, by converting and refusing to return Plaintiff’s \$686.00.
- b. Failing to act in good faith, as well as acting unethically, oppressively, and unscrupulously, and in contravention of Missouri law, by repeatedly attempting to collect an unlawful debt stemming from the fraudulent and void sale of the Tahoe.

78. Pursuant to § 407.025.1 RSMo., Plaintiff is entitled to the recovery of his actual damages, punitive damages, reasonable attorneys’ fees, and equitable relief.

79. Defendant’s conduct as outlined herein was intentional, willful, wanton, fraudulent, reckless, and/or malicious, thereby entitling Plaintiff to the recovery of punitive damages.

WHEREFORE, Plaintiff prays for judgment against Defendant UACC in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and post-judgment interest at the greatest rate allowed by statute, reasonable attorneys’ fees, and such other and further relief as may be just and proper under the circumstances.

**COUNT THREE:**  
**VIOLATIONS OF THE MISSOURI MOTOR VEHICLE TIME SALES ACT**

80. Plaintiff incorporates by reference all facts and allegations contained in the foregoing paragraphs as though fully laid out herein.

81. The RISCA was a “retail installment contract” as defined by § 365.020.10 RSMo.

82. The Tahoe was a “motor vehicle” as defined by § 365.020.5 RSMo.

83. Section § 365.070.6 RSMo. requires retail installment sale contracts, such as the RISCA here, to include (1) the cash sale price of the motor vehicle, (2) the amount of the buyer’s down payment, (3) the difference between items one and two, (4) the principal balance, (5) the time price differential, and (6) the time sale price.

84. That statute not only requires that those items be listed on the sale contract but that they be *accurate*.

85. Because the underlying sale was “fraudulent and void,” each of these items on the RISCA for the Tahoe was false.

86. In addition, the RISCA inaccurately lists “\$1,600.00” as the total down payment (“cash payment”) for the Tahoe.

87. Further, the RISCA inaccurately lists “0.00” on the “deferred down payment” line.

88. The requirements of § 365.070.6 RSMo. apply to the RISCA, and therefore are binding and may be enforced equally against the seller and the holder of the contract.

89. Defendant UACC was the holder of the RISCA for the Tahoe at the time of its sale, or alleged sale, to Plaintiff.

90. Section § 365.150.2 provides that a violation of § 365.070 bars the seller or holder from recovery “of any time price differential, delinquency or collection charge on the contract.”

91. As such, UACC is not entitled to collect any time price differential (i.e., interest), delinquency, or collection charge on the RISCA.

92. Section 365.150.3 provides a thirty-day (30) safe-harbor period for UACC. However, that safe-harbor period has passed.

93. Pursuant to §§ 365.145 and 408.551 through 408.562, the violation of § 365.070 renders the holder liable for actual damages, punitive damages, attorneys' fees, and equitable relief.

WHEREFORE, Plaintiff prays for judgment against Defendant UACC in such amount as is allowable by law and to be determined at trial, for his actual damages, punitive damages, pre- and post-judgment interest at the greatest rate allowed by statute, reasonable attorneys' fees, and such other and further relief as may be just and proper under the circumstances.

#### **DEMAND FOR JURY TRIAL**

94. Plaintiff hereby demands a jury trial on all issues so triable.

Respectfully submitted,

/s/ Andrew R. Taylor

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Andrew R. Taylor MO#72157  
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*Attorneys for Plaintiffs*

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
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SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
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SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
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**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                                )  
                                )  
Plaintiff,                 )  
                                )  
                                )  
v.                             )  
                                )  
                                )  
UNITED AUTO CREDIT         )  
CORPORATION,                 )  
                                )  
                                )  
Defendant.                 )  
                                )  
                                )

Case No. 2016-CV10477

Division 4

**DEFENDANT UNITED AUTO CREDIT CORPORATION'S ANSWER TO  
PLAINTIFF'S FIRST AMENDED PETITION FOR DAMAGES**

COMES NOW Defendant United Auto Credit Corporation (“UACC”), by and through its undersigned counsel, and for its Answer to Plaintiff’s First Amended Petition for Damages states as follows:

**AMENDMENT**

1.      Admitted.
2.      Admitted.
3.      Admitted.

**PARTIES**

4.      UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

5.      UACC admits that it is a California corporation, that it can be served by serving its registered agent, and that it filed a responsive pleading on June 29, 2020. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

## **JURISDICTION AND VENUE**

6. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies that Plaintiff has suffered an injury sufficient to confer jurisdiction upon this Court.

## **FACTS COMMON TO ALL COUNTS**

7. UACC admits that Plaintiff purchased a 2003 GMC Tahoe from Truman Auto Sales on March 3, 2018.

8. Admitted.

9. Admitted.

10. UACC admits that the dealership assigned the Retail Installment Contract and Security Agreement to UACC. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

11. Admitted.

12. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

13. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

14. UACC denies the allegations in this paragraph.

15. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

16. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

17. UACC denies the allegations in this paragraph.

18. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

19. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

20. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

21. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

22. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

23. UACC denies the allegations in this paragraph.

24. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

25. UACC admits that it received a payment from Pierce in the amount of \$345.00 on April 28, 2018.

26. UACC admits that it received a payment from Pierce in the amount of \$341.00 on August 17, 2018.

27. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

28. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

29. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

30. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

31. UACC states that the Missouri Department of Revenue Request for Refund of Taxes of Fees Paid on Vehicle or Marine form speaks for itself and denies any mischaracterization of the same.

32. UACC states that the Missouri Department of Revenue Incomplete Transaction Notice form speaks for itself and denies any mischaracterization of the same.

33. UACC states that the Missouri Attorney General Consumer Complaint form speaks for itself and denies any mischaracterization of the same.

34. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

35. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

36. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

37. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

38. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

39. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

40. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

41. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

42. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

43. UACC admits that it communicated with Plaintiff. Except as expressly admitted herein, UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

44. UACC denies the allegations in this paragraph.

45. UACC states that the Missouri Department of Revenue General Affidavit speaks for itself and denies any mischaracterization of the same.

46. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

47. UACC denies the allegations in this paragraph.

48. UACC admits that it sent a billing statement dated October 29, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

49. UACC admits that it sent Plaintiff a Notice of Right to Cure letter dated November 11, 2018. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

50. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

51. UACC admits that it sent a billing statement dated November 28, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

52. UACC admits that it sent a billing statement dated December 29, 2018 to the Plaintiff. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

53. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

54. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

55. UACC admits that it sent Plaintiff a Notice of Right to Cure letter dated February 2, 2019. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

56. UACC states that the letter speaks for itself and denies any mischaracterization of the same.

57. UACC denies the allegations in this paragraph.

**COUNT ONE:  
CONVERSION**

58. UACC incorporates by reference all previous as though fully set forth herein.

59. UACC denies the allegations in this paragraph.

60. UACC admits that it received a \$345.00 payment from Plaintiff on April 28, 2018 and a \$341.00 payment from Plaintiff on August 17, 2018. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

61. UACC denies the allegations in this paragraph.

62. UACC denies the allegations in this paragraph.

63. UACC denies the allegations in this paragraph.

64. UACC admits that it has not returned any payments to Plaintiff.

65. UACC denies the allegations in this paragraph.

66. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with “WHEREFORE” and located below paragraph 66, UACC denies that Plaintiff is entitled to actual damages, punitive damages, or any relief whatsoever.

**COUNT TWO**  
**VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT**

67. UACC incorporates by reference all previous as though fully set forth herein.

68. UACC states that the Missouri Merchandising Practices Act speaks for itself and denies any mischaracterization of the same.

69. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

70. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

71. UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

72. UACC denies the allegations in this paragraph.

73. UACC states that 15 C.S.R. § 60-8.020 speaks for itself and denies any mischaracterization of the same.

74. UACC states that 15 C.S.R. § 60-8.090 speaks for itself and denies any mischaracterization of the same.

75. UACC states that 15 C.S.R. § 60-9.040 speaks for itself and denies any mischaracterization of the same.

76. UACC states that 15 C.S.R. § 60-8.040 speaks for itself and denies any mischaracterization of the same.

77. UACC denies the allegations in this paragraph.

78. UACC denies the allegations in this paragraph.

79. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with "WHEREFORE" and located below paragraph 79, UACC denies that Plaintiff is entitled to actual damages, punitive damages, or any relief whatsoever.

**COUNT THREE:**  
**VIOLATIONS OF THE MISSOURI MOTOR VEHICLE TIME SALES ACT**

80. UACC incorporates by reference all previous as though fully set forth herein.

81. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

82. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

83. UACC states that § 365.070.6 RSMo. speaks for itself and denies any mischaracterization of the same.

84. UACC states that § 365.070.6 RSMo. speaks for itself and denies any mischaracterization of the same.

85. UACC denies the allegations in this paragraph.

86. UACC denies the allegations in this paragraph.

87. UACC denies the allegations in this paragraph.

88. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

89. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

90. UACC states that § 365.150.2 RSMo. speaks for itself and denies any mischaracterization of the same.

91. UACC denies the allegations in this paragraph.

92. UACC states that § 365.150.3 RSMo. speaks for itself and denies any mischaracterization of the same.

93. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with "WHEREFORE" and located below paragraph 93, UACC denies that Plaintiff is entitled to actual damages, punitive damages, attorneys' fees, or any relief whatsoever.

### **DEMAND FOR JURY TRIAL**

94. UACC admits that Plaintiff has demanded a jury trial but denies that it is liable to Plaintiff in any way.

### **AFFIRMATIVE DEFENSES**

#### **First DEFENSE**

Plaintiff's Petition should be dismissed on the grounds that it fails to state a claim upon which relief can be granted against UACC.

#### **Second DEFENSE**

To the extent Plaintiff's claims are based on conduct occurring beyond the applicable statutes of limitations, they are time barred.

#### **Third DEFENSE**

Any violation of the law or damage suffered by Plaintiff, which UACC denies, was due to the affirmative actions and/or omissions of Plaintiff and does not give rise to any liability of UACC.

#### **Fourth DEFENSE**

Plaintiff's injuries, if any, were the result of an intervening or superseding cause or the acts or omissions of third or other parties over which UACC had no responsibility or control and for which UACC may not be held liable.

#### **Fifth DEFENSE**

Plaintiff's claims must fail to the extent that Plaintiff failed to mitigate damages, if any, and/or failed to act with reasonable diligence.

**Sixth DEFENSE**

Plaintiff's claims are barred or limited by the terms of the parties' contract.

**Seventh DEFENSE**

Plaintiff's claims are barred by the economic loss doctrine in that Plaintiff seeks to recover in tort for economic losses that are contractual in nature.

**Eighth DEFENSE**

Plaintiff's claims are barred by waiver, estoppel, and estoppel by acquiescence based on the Acknowledgment of Certificate of Title Received and release he signed with UACC on or about March 3, 2018.

**Ninth DEFENSE**

Plaintiff's claims are barred or limited by the doctrines of waiver, equitable estoppel, acceptance, and ratification.

**Tenth DEFENSE**

Plaintiff's claim under the Missouri Merchandising Practices Act should be dismissed on the grounds that the Petition has failed to plead the specific allegations of deception, fraud, or misrepresentation against UACC with sufficient particularity as required by Missouri law.

**Eleventh DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 365.010, et seq.

**Twelfth DEFENSE**

ACA asserts all defenses available to it under R.S.Mo. § 407.010, et seq.

**Thirteenth DEFENSE**

Plaintiff is not entitled to recover attorney's fees because the elements for an award of attorney's fees under Missouri law have not been met.

### **Fourteenth DEFENSE**

Plaintiff cannot recover for mental pain and suffering, emotional distress, or similar damages, if any, in that there is no fixed, objective and/or clear and consistent standard under applicable state law for ascertaining the amount thereof, such that any award of said damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process.

### **Fifteenth DEFENSE**

UACC states that an award of punitive damages in this case would serve no purpose for which punitive damages can be awarded in Missouri, and further states that Plaintiff is not entitled to recover punitive damages under Missouri law to the extent Plaintiff is seeking the same.

### **Sixteenth DEFENSE**

Plaintiff is not entitled to an award of punitive damages because an award of punitive damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process, and an award of punitive damages would also violate the Eighth Amendment to the United States Constitution and Article 1, Section 21 of the Constitution of 1945 of the State of Missouri, which prohibit excessive fines and unusual punishment.

**RESERVATION OF DEFENSES**

UACC reserves the right to assert additional defenses as discovery progresses. To the extent that any of the foregoing allegations in the Petition have not been expressly admitted or denied, they are hereby denied.

Respectfully submitted this 20th day of July, 2020.

/s/ Ryan S. Rummage

Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
[rrummage@burr.com](mailto:rrummage@burr.com)  
Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 20th day of July, 2020, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage

Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, )  
v. )  
Plaintiff, ) Case No. 2016-cv10477  
UNITED AUTO CREDIT )  
CORPORATION, ) Division: 4  
Defendant. )

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and correct copies of Plaintiff's first discovery requests to Defendant United Auto Credit Corporation (UACC) were served upon UACC's counsel of record, Ryan Rummage, on July 24, 2020. Those discovery requests included:

- Plaintiff's First Requests for Production of Documents to UACC
- Plaintiff's First Interrogatories to UACC
- Plaintiff's First Requests for Admissions to UACC

Respectfully submitted,

*/s/ Andrew R. Taylor*  
\_\_\_\_\_  
Bryce B. Bell MO#66841  
Mark W. Schmitz MO#69329  
Andrew R. Taylor MO#72157  
Bell Law, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, Missouri 64108

T: 816-886-8206

F: 816-817-8500

Bryce@BellLawKC.com

MS@BellLawKC.com

AT@BellLawKC.com

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing document was filed with the Court's e-filing system on July 24, 2020, and thereby served on all attorneys of record.

/s/ Andrew R. Taylor

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
SERVICE EMAIL: rrummage@burr.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

**WESLEY PIERCE JR,** )  
vs. )  
Plaintiff(s), )      Case No. 2016-CV10477  
                )      Division 4  
                )  
**UNITED AUTO CREDIT CORPORATION,** )  
                )  
Defendant(s), )

**CASE MANAGEMENT ORDER**

Plaintiff(s) appear by: No show

Defendant(s) appear by: R. Rummage

1. This case is reset for case management conference on October 16, 2020 at 8:30 AM in Division 4.
2. Jury/Bench trial shall commence at 9:00 a.m. on \_\_\_\_\_. It is estimated that the complete trial will last \_\_\_\_\_ days. It is understood that this is a special setting, and that absent extraordinary circumstances, the trial will not be continued.
  - a. If the parties choose to prepare a stipulated scheduling order, the proposed scheduling order shall be provided to the Court for signature within twenty (20) days of the date of this order.
  - b. If the parties choose to participate in mediation, mediation shall take place no later than \_\_\_\_\_. Mediation expenses shall be equally shared by the parties unless otherwise agreed.

**3. OTHER ORDERS/DIRECTIVES:**

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11-Sep-2020

DATE

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*Justine E Del Muro*  
JUSTINE E DEL MURO, JUDGE

## Certificate of Service

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on 11-Sep-2020.

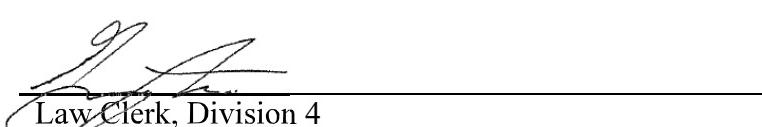
RYAN SIKES RUMMAGE, Attorney for Defendant, 420 NORTH 20TH ST STE 3400,  
BIRMINGHAM, AL 35203

-,  
ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580,  
KANSAS CITY, MO 64108

-,  
MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108

-, ms@BellLawKC.com  
BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108

-, Bryce@BellLawKC.com



\_\_\_\_\_  
Law Clerk, Division 4

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                          )  
Plaintiff,            )  
                          )  
v.                     )  
                          )  
UNITED AUTO CREDIT    )  
CORPORATION,            )  
                          )  
Defendant.            )  
                          )  
                          )

Case No. 2016-CV10477  
Division 4

**UNITED AUTO CREDIT CORPORATION'S CERTIFICATE OF SERVICE OF  
DISCOVERY**

COMES NOW Defendant United Auto Credit Corporation, and hereby gives notice that it has served the following discovery documents on counsel of record for Plaintiff Wesley Pierce, Jr. by e-mail on this the 11th day of September, 2020:

1.     United Auto Credit Corporation's Responses to First Interrogatories
2.     United Auto Credit Corporation's Responses to First Requests for Production of Documents
3.     United Auto Credit Corporation's Responses to First Requests for Admissions

These documents are in response to Plaintiff's First Interrogatories to Defendant United Auto Credit Corporation, Plaintiff's First Requests for Production of Documents to Defendant United Auto Credit Corporation, and Plaintiff's First Requests for Admissions to Defendant United Auto Credit Corporation.

Respectfully submitted this 11th day of September, 2020.

/s/ Ryan S. Rummage

Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 11th day of September, 2020, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

*/s/ Ryan S. Rummage* \_\_\_\_\_

Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, )  
v. Plaintiff, ) Case No. 2016-cv10477  
UNITED AUTO CREDIT ) Division: 4  
CORPORATION, )  
Defendant. )

**JOINT MOTION FOR ENTRY OF PROTECTIVE ORDER**

Plaintiff Wesley Pierce and Defendant United Auto Credit Corporation jointly move the Court for entry of the Agreed Protective Order attached hereto as EXHIBIT A. In support of this motion, the parties state as follows:

Pursuant to Rule 56.01(c), this Court has broad discretion, under a good-cause standard, to enter a protective order “to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense.”

Here, the parties anticipate that discovery may involve the exchange of some confidential and sensitive information. The parties agree, and respectfully submit, that the public disclosure of certain documents could cause a party or person to suffer annoyance, embarrassment, oppression, or undue burden or expense, as contemplated by Rule 56.01(c). Accordingly, the parties jointly propose entry of the Agreed Protective Order, which specifies a process for designating such documents as being confidential so as to constrain them from public disclosure.

WHEREFORE, the parties respectfully move the Court to grant their Joint Motion for Entry of Protective Order for good cause shown, and for such other and further relief as the Court deems just and proper.

/s/ Andrew Taylor

Andrew Robert Taylor MO#72157  
Bryce Bruce Bell MO#66841  
BELL LAW, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
Telephone: (816) 886-8206  
Email: at@belllawkc.com  
Email: bbb@belllawkc.com

Attorneys for Plaintiff  
WESLEY PIERCE, JR.

/s/ Ryan S. Rummage

Ryan S. Rummage  
BURR & FORMAN LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: 205-251-3000  
Email: rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

### CERTIFICATE OF SERVICE

This is to certify that on October 15, 2020, a copy of the above and foregoing was filed via Missouri Casenet and thus served upon all counsel of record.

/s/ Andrew Taylor

Attorney for Plaintiff Wesley Pierce

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, )  
                        )  
Plaintiff,         )      Case No. 2016-cv10477  
v.                    )  
                        )      Division: 4  
UNITED AUTO CREDIT )  
CORPORATION,         )  
                        )  
Defendant.         )

**AGREED PROTECTIVE ORDER**

The above-styled case is currently in discovery, and it appears that such discovery will involve the disclosure of personal, confidential, trade secret, proprietary, technical, business and/or financial information (hereinafter referred to collectively as "confidential information" or "confidential material"). Accordingly, it appearing that all of the parties consent to entry of this Agreed Protective Order ("Agreed Protective Order" or "Order"), and for good cause, it is further ORDERED AS FOLLOWS:

1. "Confidential" information or items means information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Missouri Rule of Civil Procedure 56.01(c).

"Confidential" information does not include any information that:

- i. is publicly available at the time of disclosure;
- ii. becomes publicly available after disclosure through no fault of the receiving party;
- iii. was known to the receiving party prior to disclosure; or

iv. the receiving party lawfully receives at a later date from a third party without restriction as to disclosure.

2. All confidential information in this case shall be used solely for the purpose of this litigation and for no other purpose. In no event shall any person receiving confidential information use it for commercial or competitive purposes, make any public disclosure of the contents thereof, or use it in any other litigation, other than in conjunction with prosecuting or defending this litigation.

3. Furthermore, the parties acknowledge that neither this Order nor any confidentiality designation pursuant to it constitutes a ruling by this Court that any specific information is, in fact, confidential. Nor does this Order or any confidentiality designation pursuant to it entitle any party to file any information under seal.

4. If any answer given or document produced in response to any discovery in this case contains any confidential information, the responding party may mark such information or document as "CONFIDENTIAL." Any information or document so marked shall not be disclosed to any person except as may be permitted by this Order. The designation of any information as "CONFIDENTIAL" shall be made in good faith.

5. If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, that designating party must notify all other parties within ten (10) calendar days that it is withdrawing the mistaken designation, and at the time of that notice produce a clean copy of the mistakenly designated documents which do not bear the improper designation stamp.

6. This Agreed Protective Order shall not abrogate or diminish any contractual, statutory or other legal obligation or right of any party or person with respect to confidential information.

7. The aforesaid designation as to documents shall be made by placing a rubber stamp impression, label or other mark of the word "CONFIDENTIAL" on each page of the document which the designating party wishes to designate as confidential. All documents so designated shall be labeled prior to the transmission of a physical copy thereof to the receiving party. Any and all medical records received by virtue of responses to subpoena or by production requests supplied by either party shall be assumed confidential. No designation as "CONFIDENTIAL" is necessary for purposes of this order.

8. The parties may designate portions of deposition testimony as "CONFIDENTIAL" by so designating such testimony before, during or after the deposition. If testimony is designated as "CONFIDENTIAL" during the deposition, the designating party will clearly state on the record the reason for such designation. Simply denominating testimony as confidential is insufficient for purposes of this Order. The designation of testimony as confidential will not render the entire deposition as confidential. Only the specific portion of the testimony will receive a preliminary confidential designation. If testimony is designated as confidential following the deposition, said designation must be made no later than 15 days after receipt of said deposition transcripts. Any court reporter who transcribes testimony in this action at a deposition shall agree, before transcribing any such testimony, that all "CONFIDENTIAL" testimony is and shall remain confidential and shall not be disclosed except as provided in this Order; the copies of any transcript, reporter's notes, or other transcription records of any such testimony shall be retained in absolute confidentiality and safekeeping by such reporter, or delivered to attorneys of record.

9. Subject to the provisions below, information and documents designated as "CONFIDENTIAL" shall be disclosed only to the Court, the parties, their attorneys, witnesses and persons assisting counsel. As used herein, the term "parties" includes the parties' officers, directors and employees in a management capacity. As used herein, the phrase "persons assisting counsel" shall mean clerks, paralegals and secretaries in the regular employ of the parties' counsel, as well as any expert whose technical advice is being or will be used in connection with this litigation, either in preparation for trial or in the trial itself.

10. Before filing or quoting documents designated "CONFIDENTIAL" in the public record of the action, the party seeking to file or quote such documents shall provide the designating party seven (7) days' advance written notice of its intention to do so. Documents designated "CONFIDENTIAL" may only be filed or quoted in the public record of the action after (1) the designating party consents to such public filing, (2) the designating party fails to seek a filing under seal after receiving seven (7) days' advance written notice of the filing; or (3) the Court denies a motion to seal such documents. For the avoidance of doubt, if the designating party files a motion seeking a sealing order no more than seven (7) days' after receiving written notice of a contemplated filing or quotation, the party seeking to publicly file such documents designated "CONFIDENTIAL" may not file the documents publicly until the Court has denied the motion. If the designating party does not file such a motion within seven (7) days of receiving notice, the document(s) may be filed in the public record without violating this Order.

11. Alternatively, a receiving party may seek to file under seal any documents designated "CONFIDENTIAL." Documents designated "CONFIDENTIAL" may only be filed under seal pursuant to a court order authorizing the sealing of the specific documents at issue. A sealing order will issue only upon a request establishing that the documents designated

“CONFIDENTIAL” at issue are privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a receiving party's request to file documents designated “CONFIDENTIAL” under seal is denied by the court, then the receiving party may file the information in the public record unless otherwise instructed by the court. Nothing in this section will limit a party’s ability to file documents designated “CONFIDENTIAL” under seal, provisionally under seal, or with redactions as afforded by any applicable local or state rules.

12. In the event that a party files or quotes documents designated “CONFIDENTIAL” publicly without complying with this Order, the filing party shall, upon discovery or notification that such documents were filed or quoted publicly, take immediate steps to have the documents removed from the public domain and re-filed, if at all, under seal in accordance with the provisions above.

13. If any party or attorney for any party in this litigation desires to give, show, make available or communicate any information or document designated "CONFIDENTIAL" to any person, other than the Court, or a party, such as to a person assisting counsel or to any witness and/or expert witness, the attorney or party shall first give a copy of this Agreed Protective Order to such person, who shall read this Agreed Protective Order, fully familiar with its provisions, and execute the attached written assurance.

14. Inadvertent production of any document or material without a designation of "CONFIDENTIAL" will not be deemed to waive a party's claim as to its confidential nature or estop the party from so designating the particular document or material as confidential at a later date. Disclosure of such document or material by any party prior to such designation, however, shall not be deemed in violation of the provisions of this Order.

15. The Agreed Protective Order shall not, in itself, be construed to waive any applicable privilege, work-product protection, or other protection or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege, work-product protection, or other protection.

16. With respect to any information or document, or portion thereof, which has been designated "CONFIDENTIAL," any party may at any time serve a written notice of objection to such designation. Counsel shall attempt to resolve the dispute informally. If no agreement can be reached, counsel may move the Court for an Order denying confidential treatment to the documents or information in question. If such a motion is submitted, the documents and/or information shall be kept confidential pending a ruling on the motion. The party opposing confidentiality has the burden to prove that the documents and/or information do not deserve such treatment.

17. After the termination of this action, the restrictions on communications and disclosures provided for herein shall continue to be binding upon the parties and upon all of the persons to whom documents, answers to interrogatories, deposition transcripts or other items of discovery designated as "CONFIDENTIAL" or material contained within have been communicated or disclosed pursuant to the provisions of this Agreed Protective Order or any other order of the Court. Further, all documents designated as "CONFIDENTIAL," including all copies which may have been disclosed to expert witnesses, shall be returned to the party producing it or destroyed.

18. This Agreed Protective Order is intended to provide a mechanism for the handling of confidential documents and information. It is not intended by the parties to act as a waiver of the right to object to any disclosure of information or production of any documents they deem

confidential on any grounds they may deem appropriate, including, without limitation, confidentiality, relevance or privilege. Further, the provisions of this Agreed Protective Order shall not affect the admissibility of evidence at the final hearing of this matter or any preliminary evidentiary proceeding, except as directed by separate order entered for good cause shown.

19. Nothing in this Agreed Protective Order shall preclude any of the parties from otherwise seeking a modification of this Agreed Protective Order.

DONE and ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

CIRCUIT COURT JUDGE

**AGREED AS TO FORM AND SUBSTANCE:**

/s/ Andrew Taylor

Andrew Robert Taylor MO#72157  
Bryce Bruce Bell MO#66841  
BELL LAW, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
Telephone: (816) 886-8206  
Email: at@belllawkc.com  
Email: bbb@belllawkc.com

Attorneys for Plaintiff  
WESLEY PIERCE, JR.

/s/ Ryan S. Rummage

Ryan S. Rummage  
BURR & FORMAN LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: 205-251-3000  
Email: rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**EXHIBIT 1**

**WRITTEN ASSURANCE**

The undersigned hereby affirms that the undersigned has read and understands the Agreed Protective Order dated \_\_\_\_\_, 2020; is and hereby does become a party to such Agreed Protective Order; and agrees to abide by the terms thereof. This affirmation and agreement is being made to induce the parties to said actions to make available to the undersigned certain items designated as "CONFIDENTIAL."

Done this day of \_\_\_\_\_, 2020

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
SERVICE EMAIL: rrummage@burr.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

**WESLEY PIERCE JR,** )  
vs. )  
            Plaintiff(s),     )   Case No. 2016-CV10477  
            )   Division 4  
**UNITED AUTO CREDIT CORPORATION,** )  
            )  
            Defendant(s), )

**CASE MANAGEMENT ORDER**

Plaintiff(s) appear by: A. Taylor

Defendant(s) appear by: R. Rummage

1. This case is reset for case management conference on \_\_\_\_\_ in Division 4.
2. Jury trial shall commence at 9:00 a.m. on August 30, 2021. It is estimated that the complete trial will last 3 days. It is understood that this is a special setting, and that absent extraordinary circumstances, the trial will not be continued.
  - a. If the parties choose to prepare a stipulated scheduling order, the proposed scheduling order shall be provided to the Court for signature within twenty (20) days of the date of this order.
  - b. If the parties choose to participate in mediation, mediation shall take place no later than May 28, 2021. Mediation expenses shall be equally shared by the parties unless otherwise agreed.

**3. OTHER ORDERS/DIRECTIVES:**

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16-Oct-2020  
DATE

*Justine E Del Muro*  
JUSTINE E DEL MURO, JUDGE

## Certificate of Service

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on 16-Oct-2020.

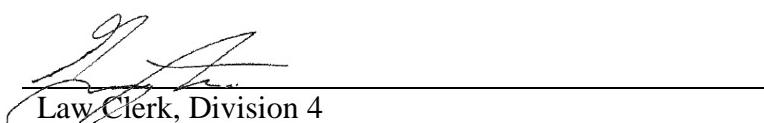
RYAN SIKES RUMMAGE, Attorney for Defendant, 420 NORTH 20TH ST STE 3400,  
BIRMINGHAM, AL 35203

-,  
ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580,  
KANSAS CITY, MO 64108

-,  
MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108

-, ms@BellLawKC.com  
BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108

-, Bryce@BellLawKC.com



\_\_\_\_\_  
Law Clerk, Division 4

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE JR, )  
Plaintiff, )  
v. ) Case No. 2016-CV10477  
 ) Division 4  
 )  
UNITED AUTO CREDIT CORPORATION, )  
Defendant. )

**ORDER**

**NOW** on this 20<sup>th</sup> day of October, 2020, the Court takes up the Parties' Joint Motion for Entry of Protective Order, filed October 15, 2020. Upon careful review and being fully apprised in the premises;

**IT IS HEREBY ORDERED** that the Parties' Joint Motion for Entry of Protective Order is **GRANTED**.

**IT IS FURTHER ORDERED** that the agreed protective order is deemed filed as of the date of this Order.

**IT IS SO ORDERED.**

---

20-Oct-2020

DATE

---

*Justine E. Del Muro*  
JUSTINE E DEL MURO JUDGE

**Certificate of Service**

This is to certify that a copy of the foregoing was automatically forwarded to the attorneys of record through the Court's eFiling system. In addition, this certifies that a copy of the foregoing was hand delivered/faxed/mailed to the following on 20-Oct-2020.

RYAN SIKES RUMMAGE, Attorney for Defendant, 420 NORTH 20TH ST STE 3400, BIRMINGHAM, AL 35203

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108 ms@BellLawKC.com

BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108 Bryce@BellLawKC.com

---

*[Signature]*  
Law Clerk, Division 4

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, )  
                        )  
Plaintiff,         )      Case No. 2016-cv10477  
v.                    )  
                        )      Division: 4  
                        )  
UNITED AUTO CREDIT )  
CORPORATION,        )  
                        )  
Defendant.         )

**AGREED PROTECTIVE ORDER**

The above-styled case is currently in discovery, and it appears that such discovery will involve the disclosure of personal, confidential, trade secret, proprietary, technical, business and/or financial information (hereinafter referred to collectively as "confidential information" or "confidential material"). Accordingly, it appearing that all of the parties consent to entry of this Agreed Protective Order ("Agreed Protective Order" or "Order"), and for good cause, it is further ORDERED AS FOLLOWS:

1. "Confidential" information or items means information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Missouri Rule of Civil Procedure 56.01(c).

"Confidential" information does not include any information that:

- i. is publicly available at the time of disclosure;
- ii. becomes publicly available after disclosure through no fault of the receiving party;
- iii. was known to the receiving party prior to disclosure; or

- iv. the receiving party lawfully receives at a later date from a third party without restriction as to disclosure.
2. All confidential information in this case shall be used solely for the purpose of this litigation and for no other purpose. In no event shall any person receiving confidential information use it for commercial or competitive purposes, make any public disclosure of the contents thereof, or use it in any other litigation, other than in conjunction with prosecuting or defending this litigation.
3. Furthermore, the parties acknowledge that neither this Order nor any confidentiality designation pursuant to it constitutes a ruling by this Court that any specific information is, in fact, confidential. Nor does this Order or any confidentiality designation pursuant to it entitle any party to file any information under seal.
4. If any answer given or document produced in response to any discovery in this case contains any confidential information, the responding party may mark such information or document as "CONFIDENTIAL." Any information or document so marked shall not be disclosed to any person except as may be permitted by this Order. The designation of any information as "CONFIDENTIAL" shall be made in good faith.
5. If it comes to a designating party's attention that information or items that it designated for protection do not qualify for protection, that designating party must notify all other parties within ten (10) calendar days that it is withdrawing the mistaken designation, and at the time of that notice produce a clean copy of the mistakenly designated documents which do not bear the improper designation stamp.

6. This Agreed Protective Order shall not abrogate or diminish any contractual, statutory or other legal obligation or right of any party or person with respect to confidential information.

7. The aforesaid designation as to documents shall be made by placing a rubber stamp impression, label or other mark of the word "CONFIDENTIAL" on each page of the document which the designating party wishes to designate as confidential. All documents so designated shall be labeled prior to the transmission of a physical copy thereof to the receiving party. Any and all medical records received by virtue of responses to subpoena or by production requests supplied by either party shall be assumed confidential. No designation as "CONFIDENTIAL" is necessary for purposes of this order.

8. The parties may designate portions of deposition testimony as "CONFIDENTIAL" by so designating such testimony before, during or after the deposition. If testimony is designated as "CONFIDENTIAL" during the deposition, the designating party will clearly state on the record the reason for such designation. Simply denominating testimony as confidential is insufficient for purposes of this Order. The designation of testimony as confidential will not render the entire deposition as confidential. Only the specific portion of the testimony will receive a preliminary confidential designation. If testimony is designated as confidential following the deposition, said designation must be made no later than 15 days after receipt of said deposition transcripts. Any court reporter who transcribes testimony in this action at a deposition shall agree, before transcribing any such testimony, that all "CONFIDENTIAL" testimony is and shall remain confidential and shall not be disclosed except as provided in this Order; the copies of any transcript, reporter's notes, or other transcription records of any such testimony shall be retained in absolute confidentiality and safekeeping by such reporter, or delivered to attorneys of record.

9. Subject to the provisions below, information and documents designated as "CONFIDENTIAL" shall be disclosed only to the Court, the parties, their attorneys, witnesses and persons assisting counsel. As used herein, the term "parties" includes the parties' officers, directors and employees in a management capacity. As used herein, the phrase "persons assisting counsel" shall mean clerks, paralegals and secretaries in the regular employ of the parties' counsel, as well as any expert whose technical advice is being or will be used in connection with this litigation, either in preparation for trial or in the trial itself.

10. Before filing or quoting documents designated "CONFIDENTIAL" in the public record of the action, the party seeking to file or quote such documents shall provide the designating party seven (7) days' advance written notice of its intention to do so. Documents designated "CONFIDENTIAL" may only be filed or quoted in the public record of the action after (1) the designating party consents to such public filing, (2) the designating party fails to seek a filing under seal after receiving seven (7) days' advance written notice of the filing; or (3) the Court denies a motion to seal such documents. For the avoidance of doubt, if the designating party files a motion seeking a sealing order no more than seven (7) days' after receiving written notice of a contemplated filing or quotation, the party seeking to publicly file such documents designated "CONFIDENTIAL" may not file the documents publicly until the Court has denied the motion. If the designating party does not file such a motion within seven (7) days of receiving notice, the document(s) may be filed in the public record without violating this Order.

11. Alternatively, a receiving party may seek to file under seal any documents designated "CONFIDENTIAL." Documents designated "CONFIDENTIAL" may only be filed under seal pursuant to a court order authorizing the sealing of the specific documents at issue. A sealing order will issue only upon a request establishing that the documents designated

“CONFIDENTIAL” at issue are privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a receiving party's request to file documents designated “CONFIDENTIAL” under seal is denied by the court, then the receiving party may file the information in the public record unless otherwise instructed by the court. Nothing in this section will limit a party's ability to file documents designated “CONFIDENTIAL” under seal, provisionally under seal, or with redactions as afforded by any applicable local or state rules.

12. In the event that a party files or quotes documents designated “CONFIDENTIAL” publicly without complying with this Order, the filing party shall, upon discovery or notification that such documents were filed or quoted publicly, take immediate steps to have the documents removed from the public domain and re-filed, if at all, under seal in accordance with the provisions above.

13. If any party or attorney for any party in this litigation desires to give, show, make available or communicate any information or document designated "CONFIDENTIAL" to any person, other than the Court, or a party, such as to a person assisting counsel or to any witness and/or expert witness, the attorney or party shall first give a copy of this Agreed Protective Order to such person, who shall read this Agreed Protective Order, fully familiar with its provisions, and execute the attached written assurance.

14. Inadvertent production of any document or material without a designation of "CONFIDENTIAL" will not be deemed to waive a party's claim as to its confidential nature or estop the party from so designating the particular document or material as confidential at a later date. Disclosure of such document or material by any party prior to such designation, however, shall not be deemed in violation of the provisions of this Order.

15. The Agreed Protective Order shall not, in itself, be construed to waive any applicable privilege, work-product protection, or other protection or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege, work-product protection, or other protection.

16. With respect to any information or document, or portion thereof, which has been designated "CONFIDENTIAL," any party may at any time serve a written notice of objection to such designation. Counsel shall attempt to resolve the dispute informally. If no agreement can be reached, counsel may move the Court for an Order denying confidential treatment to the documents or information in question. If such a motion is submitted, the documents and/or information shall be kept confidential pending a ruling on the motion. The party opposing confidentiality has the burden to prove that the documents and/or information do not deserve such treatment.

17. After the termination of this action, the restrictions on communications and disclosures provided for herein shall continue to be binding upon the parties and upon all of the persons to whom documents, answers to interrogatories, deposition transcripts or other items of discovery designated as "CONFIDENTIAL" or material contained within have been communicated or disclosed pursuant to the provisions of this Agreed Protective Order or any other order of the Court. Further, all documents designated as "CONFIDENTIAL," including all copies which may have been disclosed to expert witnesses, shall be returned to the party producing it or destroyed.

18. This Agreed Protective Order is intended to provide a mechanism for the handling of confidential documents and information. It is not intended by the parties to act as a waiver of the right to object to any disclosure of information or production of any documents they deem

confidential on any grounds they may deem appropriate, including, without limitation, confidentiality, relevance or privilege. Further, the provisions of this Agreed Protective Order shall not affect the admissibility of evidence at the final hearing of this matter or any preliminary evidentiary proceeding, except as directed by separate order entered for good cause shown.

19. Nothing in this Agreed Protective Order shall preclude any of the parties from otherwise seeking a modification of this Agreed Protective Order.

**IT IS SO ORDERED.**

20-Oct-2020

DATE

*Justice E. Del Muro*  
JUSTINE E. DEL MURO, JUDGE

**AGREED AS TO FORM AND SUBSTANCE:**

/s/ Andrew Taylor

Andrew Robert Taylor MO#72157  
Bryce Bruce Bell MO#66841  
BELL LAW, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
Telephone: (816) 886-8206  
Email: at@belllawkc.com  
Email: bbb@belllawkc.com

Attorneys for Plaintiff  
WESLEY PIERCE, JR.

/s/ Ryan S. Rummage

Ryan S. Rummage  
BURR & FORMAN LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: 205-251-3000  
Email: rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**EXHIBIT 1**  
**WRITTEN ASSURANCE**

The undersigned hereby affirms that the undersigned has read and understands the Agreed Protective Order dated \_\_\_\_\_, 2020; is and hereby does become a party to such Agreed Protective Order; and agrees to abide by the terms thereof. This affirmation and agreement is being made to induce the parties to said actions to make available to the undersigned certain items designated as "CONFIDENTIAL."

Done this day of \_\_\_\_\_, 2020

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, )  
v. Plaintiff, ) Case No. 2016-cv10477  
UNITED AUTO CREDIT ) Division: 4  
CORPORATION, )  
Defendant. )

**STIPULATED SCHEDULING ORDER**

1. Jury trial shall commence at 9:00 a.m. on August 30, 2021. It is estimated that the complete trial will last 3 days. It is understood that this is a special setting, and that absent extraordinary circumstances, the trial will not be continued.
2. The deadline to file a motion to amend or a motion to add parties is January 15, 2021.
3. Plaintiff(s) shall designate all expert witnesses on or before February 12, 2021.
4. Defendant(s) shall designate all expert witnesses on or before March 12, 2021.
5. All discovery will be completed on or before April 16, 2021.
6. All dispositive motions will be filed on or before May 14, 2021.
7. If the parties choose to participate in mediation, mediation shall take place no later than May 28, 2021. Mediation expenses shall be equally shared by the parties unless otherwise agreed.

---

DATE

---

JUSTINE E DEL MURO, JUDGE

**AGREED TO BY:**

/s/ Andrew Taylor

Andrew Robert Taylor  
Bryce Bruce Bell  
BELL LAW, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
Telephone: (816) 886-8206  
Email: at@belllawkc.com  
Email: bbb@belllawkc.com

Attorneys for Plaintiff  
WESLEY PIERCE, JR.

/s/ Ryan S. Rummage

Ryan S. Rummage  
BURR & FORMAN LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: 205-251-3000  
Email: rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, )  
                        )  
                        )  
Plaintiff,         ) Case No. 2016-CV10477  
                        )  
v.                     )  
                        )  
                        )  
UNITED AUTO CREDIT )  
CORPORATION,         )  
                        )  
Defendant.         )

Division: 4

FILED
DIVISION 4
07-Dec-2020 11:15
CIRCUIT COURT OF JACKSON COUNTY, MO
BY <i>Maggie Rizzo</i>

STIPULATED SCHEDULING ORDER

NOW on this 7<sup>th</sup> day of December, 2020, the Court being fully advised, and pursuant to the agreement by counsel for the parties enters the following Scheduling Order:

1. Jury trial shall commence at 9:00 a.m. on August 30, 2021. It is estimated that the complete trial will last 3 days. It is understood that this is a special setting, and that absent extraordinary circumstances, the trial will not be continued.
2. The deadline to file a motion to amend or a motion to add parties is January 15, 2021.
3. Plaintiff(s) shall designate all expert witnesses on or before February 12, 2021.
4. Defendant(s) shall designate all expert witnesses on or before March 12, 2021.
5. All discovery will be completed on or before April 16, 2021.
6. All dispositive motions will be filed on or before May 14, 2021.
7. If the parties choose to participate in mediation, mediation shall take place no later than May 28, 2021. Mediation expenses shall be equally shared by the parties unless otherwise agreed.
8. **Pretrial conferences** may be scheduled two (2) weeks prior to trial, only upon request of the parties.
9. The parties shall provide the Court and court reporter with hard copies of **witness and exhibit lists** in the format listed on the Division 4 web page for the 16th Judicial Circuit (See, “Forms” section). The parties shall contact the court reporter the prior to trial to discuss numbering exhibits.

10. The Parties shall contact the division to arrange a time to **set up audio-video equipment** in the courtroom.
11. The parties may amend this scheduling order by agreement of the parties as long as any amendment does not affect the trial date. Any changes not agreed to by the parties will require leave of Court. In the event that the parties amend the Scheduling Order by agreement, said amended scheduling shall be filed with the court.
12. All proposed jury instructions with (MAI citations) in Word format shall be emailed to the Division 4 Law Clerk no later than the morning of trial.

**IT IS SO ORDERED.**

---

07-Dec-2020

DATE

*Justine E Del Muro*  
\_\_\_\_\_  
JUDGE JUSTINE E DEL MURO

**AGREED TO BY:**

/s/ Andrew Taylor

Andrew Robert Taylor  
Bryce Bruce Bell  
BELL LAW, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, MO 64108  
Telephone: (816) 886-8206  
Email: at@belllawkc.com  
Email: bbb@belllawkc.com

Attorneys for Plaintiff  
WESLEY PIERCE, JR.

/s/ Ryan S. Rummage

Ryan S. Rummage  
BURR & FORMAN LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: 205-251-3000  
Email: rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR., )  
Plaintiff, )  
v. ) Case No. 2016-CV10477  
UNITED AUTO CREDIT )  
CORPORATION, ) Division 4  
Defendant. )  
)

**UNITED AUTO CREDIT CORPORATION'S CERTIFICATE OF SERVICE OF**  
**DISCOVERY**

COMES NOW Defendant United Auto Credit Corporation, and hereby gives notice that it has served the following discovery documents on counsel of record for Plaintiff Wesley Pierce, Jr. by U.S. mail, postage prepaid, and by e-mail attachment in Word format on this the 11th day of January, 2021:

1. Defendant United Auto Credit Corporation's First Set of Interrogatories to Plaintiff
2. Defendant United Auto Credit Corporation's First Request for Production of Documents to Plaintiff

Respectfully submitted this 11th day of January, 2021.

/s/ Ryan S. Rummage  
Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
rrummage@burr.com

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 11th day of January, 2021, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

*/s/ Ryan S. Rummage*

Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                        )  
Plaintiff,           )  
                        )  
v.                     )  
                        )  
UNITED AUTO CREDIT   )  
CORPORATION,         )  
                        )  
Defendant.           )  
                        )  
                        )

Case No. 2016-CV10477  
Division 4

**UNOPPOSED MOTION FOR LEAVE TO FILE AMENDED ANSWER TO FIRST  
AMENDED PETITION**

COMES NOW Defendant United Auto Credit Corporation (“UACC”), and, pursuant to the Court’s Stipulated Scheduling Order, moves for leave to file an Amended Answer to the First Amended Petition. UACC’s proposed Amended Answer is attached hereto as Exhibit A. In support of this Motion, UACC states as follows:

1. On December 7, 2020, the Court entered a Stipulated Scheduling Order. Among other pretrial deadlines, the Order states that the “deadline to file a motion to amend or a motion to add parties is January 15, 2021.”
2. Pursuant to this deadline, UACC hereby files this Motion for Leave to File Amended Answer so that it can assert additional affirmative defenses.
3. In such a situation, “leave shall be freely given when justice so requires.” Mo. Sup. Ct. R. 55.33(a). “The factors the trial court should consider in determining whether to permit amendment of an answer include: (1) the hardship to the moving party if the request is denied; (2) the reasons for failure to include the matter in a designated pleading; and (3) the injustice or

prejudice caused the opposing party if the request is granted.” *Green v. City of St. Louis*, 870 S.W.2d 794, 797 (Mo. banc 1994).

4. Here, UACC will suffer hardship if it is unable to assert various affirmative defenses to the claims brought by the Plaintiff, as it will not be able to properly defend itself against these claims. UACC did not include these affirmative defenses in its original Answer to the First Amended Petition but seeks to assert them now that some discovery has been completed and UACC has a better understanding of the facts and law at issue in the litigation. Finally, Plaintiff will not experience any prejudice by such an amendment. Not only is UACC moving to amend within the deadline provided by the Court, but Plaintiff still has three months to complete discovery on any new affirmative defense asserted by UACC.

5. As a result, and in accordance with the Court’s Stipulated Scheduling Order and Rule 55.33’s instruction that leave should be “freely given,” UACC moves the Court for leave to file the Amended Answer to the First Amended Petition, attached hereto as Exhibit A.

6. Counsel for UACC has consulted with counsel for Plaintiff, and Plaintiff does not oppose this Motion.

Respectfully submitted this 15th day of January, 2021.

/s/ Ryan S. Rummage  
Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
[rrummage@burr.com](mailto:rrummage@burr.com)

Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 15th day of January, 2021, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage  
Ryan S. Rummage

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                                )  
Plaintiff,                 )  
                                )  
v.                             )  
                                )  
UNITED AUTO CREDIT         )  
CORPORATION,                 )  
                                )  
Defendant.                 )  
                                )  
                                )

Case No. 2016-CV10477  
Division 4

**DEFENDANT UNITED AUTO CREDIT CORPORATION'S AMENDED ANSWER TO  
PLAINTIFF'S FIRST AMENDED PETITION FOR DAMAGES**

COMES NOW Defendant United Auto Credit Corporation (“UACC”), by and through its undersigned counsel, and for its Amended Answer to Plaintiff’s First Amended Petition for Damages states as follows:

**AMENDMENT**

1.      Admitted.
2.      Admitted.
3.      Admitted.

**PARTIES**

4.      UACC is without sufficient information and knowledge to admit or deny the allegations in this paragraph at this time and, therefore, denies the same.

5.      UACC admits that it is a California corporation, that it can be served by serving its registered agent, and that it filed a responsive pleading on June 29, 2020. Except as expressly admitted herein, UACC denies the allegations in this paragraph.

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**COUNT ONE:**  
**CONVERSION**

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In response to the paragraph beginning with “WHEREFORE” and located below paragraph 66, UACC denies that Plaintiff is entitled to actual damages, punitive damages, or any relief whatsoever.

**COUNT TWO**  
**VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT**

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**COUNT THREE:**  
**VIOLATIONS OF THE MISSOURI MOTOR VEHICLE TIME SALES ACT**

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90. UACC states that § 365.150.2 RSMo. speaks for itself and denies any mischaracterization of the same.

91. UACC denies the allegations in this paragraph.

92. UACC states that § 365.150.3 RSMo. speaks for itself and denies any mischaracterization of the same.

93. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with "WHEREFORE" and located below paragraph 93, UACC denies that Plaintiff is entitled to actual damages, punitive damages, attorneys' fees, or any relief whatsoever.

### **DEMAND FOR JURY TRIAL**

94. UACC admits that Plaintiff has demanded a jury trial but denies that it is liable to Plaintiff in any way.

### **AFFIRMATIVE DEFENSES**

#### **First DEFENSE**

Plaintiff's Petition should be dismissed on the grounds that it fails to state a claim upon which relief can be granted against UACC.

#### **Second DEFENSE**

To the extent Plaintiff's claims are based on conduct occurring beyond the applicable statutes of limitations, they are time barred.

#### **Third DEFENSE**

Any violation of the law or damage suffered by Plaintiff, which UACC denies, was due to the affirmative actions and/or omissions of Plaintiff and does not give rise to any liability of UACC.

#### **Fourth DEFENSE**

Plaintiff's injuries, if any, were the result of an intervening or superseding cause or the acts or omissions of third or other parties over which UACC had no responsibility or control and for which UACC may not be held liable.

#### **Fifth DEFENSE**

Plaintiff's claims must fail to the extent that Plaintiff failed to mitigate damages, if any, and/or failed to act with reasonable diligence.

**Sixth DEFENSE**

Plaintiff's claims are barred or limited by the terms of the parties' contract.

**Seventh DEFENSE**

Plaintiff's claims are barred by the economic loss doctrine in that Plaintiff seeks to recover in tort for economic losses that are contractual in nature.

**Eighth DEFENSE**

Plaintiff's claims are barred by waiver, estoppel, and estoppel by acquiescence based on the Acknowledgment of Certificate of Title Received and release he signed with UACC on or about March 3, 2018.

**Ninth DEFENSE**

Plaintiff's claims are barred or limited by the doctrines of waiver, equitable estoppel, acceptance, and ratification.

**Tenth DEFENSE**

Plaintiff's claim under the Missouri Merchandising Practices Act should be dismissed on the grounds that the Petition has failed to plead the specific allegations of deception, fraud, or misrepresentation against UACC with sufficient particularity as required by Missouri law.

**Eleventh DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 365.010, et seq.

**Twelfth DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 407.010, et seq.

**Thirteenth DEFENSE**

Plaintiff is not entitled to recover attorney's fees because the elements for an award of attorney's fees under Missouri law have not been met.

#### **Fourteenth DEFENSE**

Plaintiff cannot recover for mental pain and suffering, emotional distress, or similar damages, if any, in that there is no fixed, objective and/or clear and consistent standard under applicable state law for ascertaining the amount thereof, such that any award of said damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process.

#### **Fifteenth DEFENSE**

UACC states that an award of punitive damages in this case would serve no purpose for which punitive damages can be awarded in Missouri, and further states that Plaintiff is not entitled to recover punitive damages under Missouri law to the extent Plaintiff is seeking the same.

#### **Sixteenth DEFENSE**

Plaintiff is not entitled to an award of punitive damages because an award of punitive damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process, and an award of punitive damages would also violate the Eighth Amendment to the United States Constitution and Article 1, Section 21 of the Constitution of 1945 of the State of Missouri, which prohibit excessive fines and unusual punishment.

#### **Seventeenth DEFENSE**

Any recovery obtained by Plaintiff is limited to the amounts actually paid to UACC under the FTC Holder Rule.

**Eighteenth DEFENSE**

Plaintiff's claims are barred by the doctrine of laches.

**Nineteenth DEFENSE**

Plaintiff's claims are barred by the voluntary payment doctrine because he voluntarily made the payments at issue.

**Twentieth DEFENSE**

Plaintiff's claims are barred because he accepted, ratified, and retained the benefits of the contracts in question.

**Twenty-first DEFENSE**

UACC is entitled to indemnity and/or contribution from any person or entity that caused Plaintiff's injuries.

**Twenty-second DEFENSE**

Plaintiff's claims are barred by assumption of the risk because Plaintiff's damages were caused by his own acts or omissions.

**Twenty-third DEFENSE**

Plaintiff's claims are barred by the doctrine of unclean hands, as Plaintiff took possession of the vehicle without receiving title.

**Twenty-fourth DEFENSE**

Plaintiff's MMPA claim fails because UACC is exempt from MMPA liability as a regulated entity. *See* Mo. Ann. Stat. § 407.020.2(2).

**RESERVATION OF DEFENSES**

UACC reserves the right to assert additional defenses as discovery progresses. To the extent that any of the foregoing allegations in the Petition have not been expressly admitted or denied, they are hereby denied.

Respectfully submitted this 15th day of January, 2021.

/s/ Ryan S. Rummage

Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
[rrummage@burr.com](mailto:rrummage@burr.com)  
Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 15th day of January, 2021, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage  
Ryan S. Rummage

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, JR.,

)

Plaintiff,

)

v.

)

UNITED AUTO CREDIT  
CORPORATION,

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)

Case No. 2016-CV10477

Division 4

Defendant.

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**ORDER**

Pending before the Court is UACC's Unopposed Motion for Leave to File Amended Answer to First Amended Petition. The Motion is hereby GRANTED, and the Amended Answer is deemed filed as of today's date.

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Judge Justine E. Del Muro

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE JR, )  
vs. Plaintiff, ) Case No. 2016-CV10477  
UNITED AUTO CREDIT CORPORATION, ) Division 4  
Defendant,

**ORDER**

NOW on this 27<sup>th</sup> day of January, 2021, the Court takes up Defendant's Unopposed Motion for Leave to File Amended Answer to First Amended Petition, filed January 15, 2021. There being no opposition:

**IT IS HEREBY ORDERED** that Defendant's Unopposed Motion for Leave to File Amended Answer to First Amended Petition is **GRANTED**.

**IT IS FURTHER ORDERED** that Defendant's Amended Answer is deemed filed as of the date of this Order.

**IT IS SO ORDERED.**

---

27-Jan-2021

DATE

*Justine E. Del Muro*

---

JUSTINE E. DEL MURO, JUDGE

**Certificate of Service**

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on 27-Jan-2021.

RYAN SIKES RUMMAGE, Attorney for Defendant, 420 NORTH 20TH ST STE 3400, BIRMINGHAM, AL 35203-,

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580, KANSAS CITY, MO 64108-,

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108-, ms@BellLawKC.com

BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580, KANSAS CITY, MO 64108-, Bryce@BellLawKC.com

*Maggie Ross*  
\_\_\_\_\_  
Law Clerk, Division 4

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

MISSOURI	FILED
DIVISION 4	
27-Jan-2021 13:20	
CIRCUIT COURT OF JACKSON COUNTY, MO	
BY	<i>Magie Robj</i>

WESLEY PIERCE, JR., )  
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89. UACC states that the allegations in this paragraph contain a legal conclusion to which no response is required. To the extent a response is required, UACC denies the allegations.

90. UACC states that § 365.150.2 RSMo. speaks for itself and denies any mischaracterization of the same.

91. UACC denies the allegations in this paragraph.

92. UACC states that § 365.150.3 RSMo. speaks for itself and denies any mischaracterization of the same.

93. UACC denies the allegations in this paragraph.

In response to the paragraph beginning with “WHEREFORE” and located below paragraph 93, UACC denies that Plaintiff is entitled to actual damages, punitive damages, attorneys’ fees, or any relief whatsoever.

### **DEMAND FOR JURY TRIAL**

94. UACC admits that Plaintiff has demanded a jury trial but denies that it is liable to Plaintiff in any way.

### **AFFIRMATIVE DEFENSES**

#### **First DEFENSE**

Plaintiff’s Petition should be dismissed on the grounds that it fails to state a claim upon which relief can be granted against UACC.

#### **Second DEFENSE**

To the extent Plaintiff’s claims are based on conduct occurring beyond the applicable statutes of limitations, they are time barred.

#### **Third DEFENSE**

Any violation of the law or damage suffered by Plaintiff, which UACC denies, was due to the affirmative actions and/or omissions of Plaintiff and does not give rise to any liability of UACC.

#### **Fourth DEFENSE**

Plaintiff’s injuries, if any, were the result of an intervening or superseding cause or the acts or omissions of third or other parties over which UACC had no responsibility or control and for which UACC may not be held liable.

#### **Fifth DEFENSE**

Plaintiff’s claims must fail to the extent that Plaintiff failed to mitigate damages, if any, and/or failed to act with reasonable diligence.

## **Sixth DEFENSE**

Plaintiff's claims are barred or limited by the terms of the parties' contract.

## **Seventh DEFENSE**

Plaintiff's claims are barred by the economic loss doctrine in that Plaintiff seeks to recover in tort for economic losses that are contractual in nature.

## **Eighth DEFENSE**

Plaintiff's claims are barred by waiver, estoppel, and estoppel by acquiescence based on the Acknowledgment of Certificate of Title Received and release he signed with UACC on or about March 3, 2018.

## **Ninth DEFENSE**

Plaintiff's claims are barred or limited by the doctrines of waiver, equitable estoppel, acceptance, and ratification.

## **Tenth DEFENSE**

Plaintiff's claim under the Missouri Merchandising Practices Act should be dismissed on the grounds that the Petition has failed to plead the specific allegations of deception, fraud, or misrepresentation against UACC with sufficient particularity as required by Missouri law.

## **Eleventh DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 365.010, et seq.

## **Twelfth DEFENSE**

UACC asserts all defenses available to it under R.S.Mo. § 407.010, et seq.

## **Thirteenth DEFENSE**

Plaintiff is not entitled to recover attorney's fees because the elements for an award of attorney's fees under Missouri law have not been met.

#### **Fourteenth DEFENSE**

Plaintiff cannot recover for mental pain and suffering, emotional distress, or similar damages, if any, in that there is no fixed, objective and/or clear and consistent standard under applicable state law for ascertaining the amount thereof, such that any award of said damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process.

#### **Fifteenth DEFENSE**

UACC states that an award of punitive damages in this case would serve no purpose for which punitive damages can be awarded in Missouri, and further states that Plaintiff is not entitled to recover punitive damages under Missouri law to the extent Plaintiff is seeking the same.

#### **Sixteenth DEFENSE**

Plaintiff is not entitled to an award of punitive damages because an award of punitive damages against UACC would violate the Fifth and Fourteenth Amendments to the United States Constitution and Article 1, Section 8 of the Constitution of the State of Missouri, which prohibit deprivation of life, liberty, or property, except by due process, and an award of punitive damages would also violate the Eighth Amendment to the United States Constitution and Article 1, Section 21 of the Constitution of 1945 of the State of Missouri, which prohibit excessive fines and unusual punishment.

#### **Seventeenth DEFENSE**

Any recovery obtained by Plaintiff is limited to the amounts actually paid to UACC under the FTC Holder Rule.

## **Eighteenth DEFENSE**

Plaintiff's claims are barred by the doctrine of laches.

## **Nineteenth DEFENSE**

Plaintiff's claims are barred by the voluntary payment doctrine because he voluntarily made the payments at issue.

## **Twentieth DEFENSE**

Plaintiff's claims are barred because he accepted, ratified, and retained the benefits of the contracts in question.

## **Twenty-first DEFENSE**

UACC is entitled to indemnity and/or contribution from any person or entity that caused Plaintiff's injuries.

## **Twenty-second DEFENSE**

Plaintiff's claims are barred by assumption of the risk because Plaintiff's damages were caused by his own acts or omissions.

## **Twenty-third DEFENSE**

Plaintiff's claims are barred by the doctrine of unclean hands, as Plaintiff took possession of the vehicle without receiving title.

## **Twenty-fourth DEFENSE**

Plaintiff's MMPA claim fails because UACC is exempt from MMPA liability as a regulated entity. *See* Mo. Ann. Stat. § 407.020.2(2).

**RESERVATION OF DEFENSES**

UACC reserves the right to assert additional defenses as discovery progresses. To the extent that any of the foregoing allegations in the Petition have not been expressly admitted or denied, they are hereby denied.

Respectfully submitted this 15th day of January, 2021.

*/s/ Ryan S. Rummage*

Ryan S. Rummage (MO Bar #69871)  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, AL 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100  
[rrummage@burr.com](mailto:rrummage@burr.com)  
Attorney for Defendant  
UNITED AUTO CREDIT CORPORATION

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 15th day of January, 2021, a copy of the foregoing was filed with the Court's Electronic Filing System, which will serve a copy of the same to all counsel of record.

/s/ Ryan S. Rummage  
Ryan S. Rummage

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                          )  
Plaintiff,           ) Case No. 2016-CV10477  
                          )  
v.                     ) Division 4  
                          )  
UNITED AUTO CREDIT   )  
CORPORATION,          )  
                          )  
Defendant.           )

**ENTRY OF APPEARANCE**

Megan McCurdy, of the law firm Stinson LLP, enters her appearance for Defendant United Auto Credit Corporation. Pursuant to Local Rule 3.5.2(b), Ryan Rummage remains lead attorney of record for Defendant United Auto Credit Corporation.

Dated: February 4, 2021

Respectfully submitted,

**STINSON LLP**

By: /s/ Megan McCurdy

Megan McCurdy, MO# 60071  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri, 64106  
Telephone: (816) 691-2649  
Facsimile: (816) 691-3495  
[megan.mccurdy@stinson.com](mailto:megan.mccurdy@stinson.com)

**ATTORNEY FOR DEFENDANT UNITED  
AUTO CREDIT CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 4th day of February, 2021, the above and foregoing was filed with the Clerk of the Court through the Missouri casenet system, giving notice to all attorneys of record.

/s/ Megan McCurdy

**ATTORNEY FOR DEFENDANT**

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
SERVICE EMAIL: rrummage@burr.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                          )  
Plaintiff,           ) Case No. 2016-CV10477  
                          )  
v.                     ) Division 4  
                          )  
UNITED AUTO CREDIT   )  
CORPORATION,          )  
                          )  
Defendant.           )

**MOTION FOR ADMISSION**  
**PRO HAC VICE OF MATTHEW THOMAS MITCHELL**

Pursuant to Missouri Supreme Court Rule 9.03, Defendant United Auto Credit Corporation moves the Court for an Order allowing Matthew Thomas Mitchell, an out-of-state attorney, to appear *pro hac vice* in this case.

In support of this motion, Defendant states that Mr. Mitchell is a member in good standing of the bar of the State of Alabama; the United States District Court for the Northern District of Alabama; United States District Court for the Middle District of Alabama; United States District Court for the Southern District of Alabama; United States District Court for the Middle District of Florida; United States District Court for the Northern District of Florida; United States District Court for the Southern District of Florida; United States District Court for the Western District of Michigan; United States District Court for the Eastern District of Michigan; and United States District Court for the Eastern District of Tennessee. Neither Matthew Thomas Mitchell nor any member of his firm is under suspension or disbarment by any such Court.

Matthew Thomas Mitchell agrees to comply with the Rules of Professional Conduct as set forth in Missouri Supreme Court Rule 4 and acknowledges that he is subject to discipline by the Court of this state so long as he is practicing in this State.

Mr. Mitchell further agrees to associate himself with Megan McCurdy of Stinson LLP, who is licensed in the state of Missouri and maintains an office in Missouri, for the duration of the above-captioned matter. Ms. McCurdy will continue to accept service of pleadings on behalf of the Defendant United Auto Credit Corporation.

Attached hereto as Exhibit A is the affidavit of Matthew Thomas Mitchell, identifying the courts to which he is a member and certifying that neither he nor any member of his firm is under suspension or disbarment by any such court. The statement also designates Megan McCurdy of Stinson LLP as associate counsel. Ms. McCurdy has already entered her appearance as attorney of record for Defendant United Auto Credit Corporation.

Attached hereto as Exhibit B is a copy of the receipt for the *pro hac vice* fee required by Rule 6.01(m).

Dated: February 4, 2021

Respectfully submitted,

**STINSON LLP**

By: /s/ Megan McCurdy

Megan McCurdy, MO# 60071  
1201 Walnut Street, Suite 2900  
Kansas City, Missouri, 64106  
Telephone: (816) 691-2649  
Facsimile: (816) 691-3495  
megan.mccurdy@stinson.com

**ATTORNEY FOR DEFENDANT UNITED  
AUTO CREDIT CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 4th day of February, 2021, the above and foregoing was filed with the Clerk of the Court through the Missouri casenet system, giving notice to all attorneys of record.

*/s/ Megan McCurdy*

**ATTORNEY FOR DEFENDANT**

# EXHIBIT A

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE, JR., )  
                          )  
Plaintiff,           ) Case No. 2016-CV10477  
                          )  
v.                     ) Division 4  
                          )  
UNITED AUTO CREDIT   )  
CORPORATION,          )  
                          )  
Defendant.           )

**AFFIDAVIT OF MATTHEW THOMAS MITCHELL**

I, Matthew Thomas Mitchell, being duly sworn, depose and state:

1. I have personal knowledge of the facts stated herein.
2. I am an attorney and partner at the law firm Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, Alabama, 35203.
3. I am a member in good standing of the highest court in the State of Alabama. I have also been admitted to the bars of the following courts:

United States District Court for the Northern District of Alabama  
United States District Court for the Middle District of Alabama  
United States District Court for the Southern District of Alabama  
United States District Court for the Middle District of Florida  
United States District Court for the Northern District of Florida  
United States District Court for the Southern District of Florida  
United States District Court for the Western District of Michigan  
United States District Court for the Eastern District of Michigan  
United States District Court for the Eastern District of Tennessee

4. I am a member in good standing of all of the Bars to which I am admitted. I have never been disbarred, disciplined, or denied admission to practice law in any jurisdiction. No member of my firm is under suspension or disbarment by any such court.

5. I will adhere to all rules of this Court if admitted in this case.

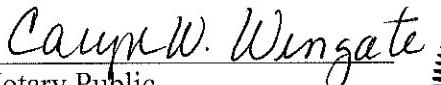
6. I have a long-standing professional relationship with United Auto Credit Corporation ("UACC") and have represented them in various cases in the past. UACC has requested that I appear and participate in the trial and discovery of this case.

7. I designate Megan McCurdy of Stinson LLP as associate counsel, who has already entered her appearance as attorney of record for Defendant United Auto Credit Corporation.

Dated this 3rd day of February, 2021.

  
Matthew Thomas Mitchell

Subscribed and sworn to before me this 3rd day of February, 2021.

  
Caryn W. Wingate  
Notary Public

My Commission expires: 9-27-2024



# EXHIBIT B



CLERK OF THE SUPREME COURT

STATE OF MISSOURI

POST OFFICE BOX 150

JEFFERSON CITY, MISSOURI

65102

BETSY AUBUCHON  
CLERK

TELEPHONE  
(573) 751-4144

February 1, 2021

*This will hereby acknowledge receipt of \$410 as required by Rule 6.01(n) for Matthew Thomas Mitchell, appearing in Wesley Pierce, Jr. v. United Auto Credit Corporation, Case No. 2016-CV10477, before the Circuit Court of Jackson County, State of Missouri.*

A handwritten signature in black ink that reads "Betsy AuBuchon". The signature is fluid and cursive, with "Betsy" on top and "AuBuchon" below it.

Betsy AuBuchon, Clerk

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: ANDREW ROBERT TAYLOR, Attorney for Plaintiff  
SERVICE EMAIL: at@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
SERVICE EMAIL: rrummage@burr.com

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

WESLEY PIERCE JR, )  
vs. Plaintiff, ) Case No. 2016-CV10477  
vs. ) Division 4  
UNITED AUTO CREDIT CORPORATION, )  
Defendant,

**ORDER**

NOW on this 9<sup>th</sup> day of February, 2021, the Court takes up Defendant, United Auto Credit Corporation's Motion for Admission *Pro Hac Vice* of Mathew Thomas Mitchell, filed February 4, 2021. Upon review of Mathew Thomas Mitchell's affidavit, the receipt for the *pro hac vice* fee and pursuant to Missouri Supreme Court Rule 9.03:

**IT IS HEREBY ORDERED** that Defendant, United Auto Credit Corporation's Motion for Admission *Pro Hac Vice* of Mathew Thomas Mitchell is **GRANTED**.

**IT IS FURTHER ORDERED** that Mathew Thomas Mitchell is granted permission to appear as counsel for United Auto Credit Corporation in the above-captioned case.

**IT IS SO ORDERED.**

---

09-Feb-2021  
DATE

*Justine E. Del Muro*  
\_\_\_\_\_  
JUSTINE E. DEL MURO, JUDGE

**Certificate of Service**

This is to certify that a copy of the foregoing was hand delivered/faxed/mailed and/or sent through the eFiling system to the following attorneys of record on 09-Feb-2021.

RYAN SIKES RUMMAGE, Attorney for Defendant, 420 NORTH 20TH ST STE 3400,  
BIRMINGHAM, AL 35203-,

ANDREW ROBERT TAYLOR, Attorney for Plaintiff, Bell Law, LLC, 2600 Grand Blvd, SUITE 580,  
KANSAS CITY, MO 64108-,

MARK SCHMITZ, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108-, ms@BellLawKC.com

BRYCE BRUCE BELL, Attorney for Plaintiff, BELL LAW, LLC, 2600 GRAND BLVD STE 580,  
KANSAS CITY, MO 64108-, Bryce@BellLawKC.com

Magie Rob  
Law Clerk, Division 4

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

WESLEY PIERCE, )  
                    )  
                    Plaintiff, )  
                    )     Case No. 2016-cv10477  
v.                )  
                    )  
                    Division: 4  
                    )  
UNITED AUTO CREDIT )  
CORPORATION,      )  
                    )  
Defendant.    )

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and correct copies of Plaintiff's responses to Defendant United Auto Credit Corporation's (UACC) first requests for production of documents were served upon UACC's counsel of record – Ryan Rummage, Matthew Mitchell, and Megan McCurdy – on February 11, 2021. Those responses included *Plaintiff Wesley Pierce's Responses to Defendant United Auto Credit Corporation's First Request for Production of Documents to Plaintiff* and production of documents Bates-numbered Pierce v. UACC 0001-0084.

Respectfully submitted,

/s/ *Andrew R. Taylor*  
\_\_\_\_\_  
Bryce B. Bell      MO#66841  
Mark W. Schmitz   MO#69329  
Andrew R. Taylor   MO#72157  
Bell Law, LLC  
2600 Grand Blvd., Suite 580  
Kansas City, Missouri 64108

T: 816-886-8206

F: 816-817-8500

[Bryce@BellLawKC.com](mailto:Bryce@BellLawKC.com)

[MS@BellLawKC.com](mailto:MS@BellLawKC.com)

[AT@BellLawKC.com](mailto:AT@BellLawKC.com)

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and accurate copy of the foregoing document was filed with the Court's e-filing system on February 11, 2021, and thereby served on all attorneys of record.

*/s/ Andrew R. Taylor*

Based on the Supreme Court Rules governing eFiling, an eService email has been issued to the following parties:

SERVICE PARTY: MARK SCHMITZ, Attorney for Plaintiff  
SERVICE EMAIL: ms@belllawkc.com

SERVICE PARTY: BRYCE BRUCE BELL, Attorney for Plaintiff  
SERVICE EMAIL: bryce@belllawkc.com

SERVICE PARTY: RYAN SIKES RUMMAGE, Attorney for Defendant  
SERVICE EMAIL: rrummage@burr.com

SERVICE PARTY: MEGAN MCCURDY, Attorney for Defendant  
SERVICE EMAIL: megan.mccurdy@stinson.com